

April 5, 2005 AGENDA REPORTS

Agenda Item No. 6a

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0265

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving, Sanitary Sewer and Drainage System to serve Krug North Addition and East Side Community Church 2nd Addition (north of 21st, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: On April 13, 2004, and July 20, 2004, the City Council approved Petitions for street paving, drainage improvements, and sanitary sewer systems in Krug North Addition. The developer has submitted new Petitions to reallocate special assessments to equalize total assessments within the development and reflect recent platting activity. The signatures on the petitions represent 100% of the improvement districts.

Analysis: These projects will serve a new residential development and church building located north of 21st, west of 143rd Street East.

Financial Considerations: The project budgets are unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Item No. 6b

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0266

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for part of Lot 1, Block 1, Oak Cliff Estates 4th Addition (north of Maple, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: This project will provide water service to an undeveloped tract located north of Maple, west of Maize.

Financial Considerations: The Petition totals \$25,000, with the total paid by special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, and adopt the Resolution.

Agenda Item No. 6c

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0267

TO: Mayor and City Council Members

SUBJECT: Petitions to construct sanitary sewers to serve Lot 132, Van View Addition (west of Seneca, north of 53rd Street North) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions has been signed by three owners, representing 100% of the improvement districts.

Analysis: The project will provide sanitary sewer service to two undeveloped tracts located west of Seneca, north of 53rd Street North.

Financial Considerations: The Petitions total \$15,192. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

Agenda Item No. 6d

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0268

TO: Mayor and City Council Members

SUBJECT: Petition to construct a sanitary sewer to serve part of Lot 1, Block 1, Mediterranean Office Park Addition (north of 29th Street North, west of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service to an undeveloped commercial tract located north of 29th Street North, west of Webb.

Financial Considerations: The Petition totals \$12,500. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 6e

City of Wichita
City Council Meeting
April 5, 2004

Agenda Report No. 05-0269

TO: Mayor and City Council Members

SUBJECT: Petition to construct a sanitary sewer to serve part of Lot 16, Walnut Grove Addition (west of Arkansas Avenue, south of 35th Street North) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by two owners, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service to a home at 1131 W. 35th Street North.

Financial Considerations: The Petition totals \$12,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 6f

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0270

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer Improvements for Copper Gate North and Cheryl's Hollow Additions (north of 13th, west of 135th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by two owners, representing 100% of the improvement districts.

Analysis: These projects will provide sanitary sewer service to new residential developments located north of 13th, west of 135th Street West.

Financial Considerations: The Petitions total \$629,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

Agenda Item No. 6g

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0271

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for Part of Lot 6, Valley Acres Addition (north of 11th, west of St. Paul) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide water service to a vacant residential tract located north of 11th, west of St. Paul.

Financial Considerations: The Petition totals \$4,500 with the total paid by special assessment.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, and adopt the Resolution.

Agenda Item No. 11a

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0272

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Woodland Lakes Estates 4th Addition (south of Lincoln, west of 127th Street East) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, International Trading, Inc., has submitted an Agreement to respread special assessments within Woodland Lakes Estates 4th Addition.

Analysis: The land was originally included in a number of improvement districts for several public improvement projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot, therefore, distributing the cost of the improvements more fairly. Without the Agreement, the assessments will remain spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Agenda Item No. 11b

CITY OF WICHITA
City Council Meeting
April 5, 2005

Agenda Report No. 05-0273

TO: Mayor and City Council Members

SUBJECT: Contract for Consultant Services for Acquisition and Relocation:
Pawnee Widening Project (District III).

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the contract.

Background: The widening and improvement of Pawnee between Washington and Hydraulic will require the acquisition of 12 tracts. These tracts require acquisition and relocation. The tracts include both residential and commercial properties. Residential relocation is very labor intensive. With current staffing levels and project timing, relocation assistance is required.

Analysis: Proposals to provide acquisition and relocation services were solicited from qualified firms. Three firms responded to the request for proposals. Land Acquisitions, Inc. was selected from among the proposals by the review committee based on qualifications and the lowest cost. Based on their proposal, it is estimated that \$27,000 will be sufficient to complete the assignment.

Financial Considerations: Funding is available within the project budget to fund the proposed increase. Project costs will be funded with general obligation bonds.

Legal considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council authorize all necessary signatures.

Agenda Item No. 11c

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0274

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Improvements to Parking Lot in
Riverside Park (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement

Background: The Council approved major modifications to the Riverside Park System in the CIP. On November 14, 2000, the City approved an agreement with Wilson Darnell Mann P.A. (WDM) to design the improvements. The Contract for Architectural Services with WDM lists the construction related services which the design team will provide, and includes the phrase, "Should the project scope or budget be revised upward at any point during the process, the design team will be compensated accordingly through supplemental agreement(s)."

Analysis: The Riverside Park project included the construction of a new 187 stall parking lot on the east side of Nims for people using the park. The desire of Park Department and the Riverside community was to minimize the amount of pavement in the park, so the parking lot was designed with about 1/3 (64 stalls) constructed from concrete, while the

remaining 2/3 (123 stalls) was constructed using grass-pave. This is a plastic “egg crate” material which is filled with sod to give an attractive grass surface with sufficient durability for occasional vehicular traffic. This area was planned as overflow parking for special events only.

The renovated park with its many new amenities quickly became more popular with the public than was anticipated, and the parking lot was consistently used by more vehicles than could be contained on the concrete areas. The grass-pave area was unable to handle the abuse of constant vehicular traffic, so it quickly became very worn with areas of dead grass and exposed dirt.

This Supplemental Agreement between the City and WDM provides for the design and preparation of bid documents to convert the center portion of the parking lot, including 55 stalls, from the existing grass-pave to concrete with appropriate drainage. The construction will be bid, and the construction contract will be brought to Council for approval. However, the Supplemental Agreement does include the architect’s services for inspection, field staking, administration and testing during the construction process. The fees for work included in the Supplemental Agreement are as follows:

Services performed during the construction phase (If construction is not approved, these services will not be required and the city will not be charged.)	\$10,400.00
Architectural services for Design, Construction Documents and Bidding Services performed during the construction phase.	5,160.00
Total services included in the Supplemental Agreement.	\$15,560.00

Financial Considerations: All fees will be paid from project funds.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
CONTRACT FOR ARCHITECTURAL SERVICES DATED NOVEMBER 14, 2000,

BY AND BETWEEN
KANSAS

THE CITY OF WICHITA,
Party of the First Part,

Hereinafter referred to as

“OWNER”

AND
MANN P.A.

WILSON DARNELL

Party of the Second Part,

Hereinafter referred to as

“ARCHITECT”

WHEREAS, there now exists a Contract (dated November 14, 2000) between the two parties covering professional services to be provided by the ARCHITECT for the evaluation, design, preparation of plans and specifications, and related services in conjunction with the Improvements and Modifications to the Riverside Park System in Wichita, Kansas, and

WHEREAS, Paragraph V.C.1-4, in the above referenced Contract, provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ARCHITECT provide additional services required for the PROJECT and receive additional compensation, as revised herein:

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

CONSTRUCTION RELATED SERVICES in EXHIBIT “A”, SCOPE OF SERVICES, in the above referenced Contract, shall be modified to include the following additional new and/or expanded Construction Engineering and Administration Services:

- The City desires to modify the existing parking lot in Central Riverside Park to convert ½ of the existing grass-pave portion to concrete for a more durable surface while limiting vehicular traffic on the remaining grass-pave portion. ARCHITECT has already performed a preliminary design study that has been approved for this work.
- ARCHITECT shall complete the design and construction documents for modifying the existing parking lot as described above, assist through the normal bidding process and in obtaining necessary approvals.
- ARCHITECT shall provide onsite services through the construction phase including construction staking, administration, inspection and testing as required.

B. PAYMENT PROVISIONS

The total fee as described in Section V of the Contract shall be amended to include the following: Payment to the ARCHITECT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee structure as specified below:

Architectural Services for Design, Construction Documents and Bidding	\$ 5,160
Services performed during the Construction Phase	\$10,400

Total Services included in this Supplemental Agreement
\$15,560

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS THEREOF, the OWNER and the ARCHITECT have executed this Supplemental Agreement as of this _____ day of _____, 2005.

CITY OF WICHITA, KANSAS
BY ORDER OF THE CITY COUNCIL

by _____
Carlos Mayans, Mayor

Attest:

WILSON DARNELL MANN P.A.

by _____

Karen Sublett, City Clerk

Lee Engler, RLA
Principal

Approved as to form:

Gary E. Rebenstorf
Director of Law

Agenda Item No. 11d

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0275

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Blue Lake Addition (west of West Street, north of MacArthur) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in Blue Lake Addition on September 14, 2004. On October 19, 2004 the City approved Agreements with Baughman Company, P.A. to design the improvements. The Design Agreements with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and Baughman provides for staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$15,980, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 19, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 19, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in BLUE LAKE ADDITION (west of West Street, north of MacArthur).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT ONLY

(as per the City of Wichita Standard Construction Engineering Practices)

BLUELAKE, 31ST STREET SOUTH, and BOLIN DRIVE from the south line of Lot 15, Block D, north, east and south to Sabin, and on SABIN from the southwest line of Bolin Drive, south to the north line of Lot 61, Block D. BLUELAKE COURT (Lots 84 through 100, Block A), from the west line of Bluelake, west to and including the cul-de-

sac, on BLUELAKE COURT (Lots 101 through 117, Block A), from the west line of Bluelake, west to and including the cul-de-sac, and on SABIN COURT from the west line of Sabin, west to and including the cul-de-sac and south to and including the cul-de-sac. Sidewalk be constructed along one side of Bluelake, 31st Street South, Bolin Drive and Sabin (west of West Street, north of MacArthur) (Project No. 472 84074).

As-built of all areas included in the project mass grading plan will be the responsibility of the consultant and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. Consultant will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84074	\$15,980.00
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C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 11e

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0276

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Highland Springs 3rd
Addition (west of 135th Street West, south of Central) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm water drainage improvements in Highland Springs 3rd Addition on January 1, 2005. On March 22, 2005 the City approved Agreements with Baughman Company, P.A. to design the improvements. The Design Agreements with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreements between the City and Baughman provides for staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$4,860, and will be paid by special assessments.

Legal Considerations: The Supplemental Agreements has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreements and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 22, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 22, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in HIGHLAND SPRINGS 3RD ADDITION (west of 135th Street West, south of Central).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT ONLY

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 205 serving Lots 1 through 28, Block C; Lots 1 through 21, Block D; Lots 1 through 16, Block E; Lots 1 through 17, Block F; Lots 1 through 6, Block G; Lot 1, Block H, Highland Springs 3rd Addition (west of 135th Street West, south of Central) (Project No. 468 83637).

As-built of all areas included in the project mass grading plan will be the responsibility of the consultant and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. Consultant will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83637 \$_____

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

Agenda Item No. 11f

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0277

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Four Mile Creek North Pump Station
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On October 22, 2002, the City entered into an Agreement with Ruggles & Bohm, P.A. (R&B) for designing a sanitary sewer lift station, gravity sewer lines to the lift station, and a force main from the lift station to the Four Mile Creek Sanitary Sewage Treatment Plant, to address capacity issues for the area to the north of Crestview Country Club. The fee was \$137,198. On May 18, 2004, the City Council approved Supplemental Agreement No. 1, for additional design services to design a sanitary sewer across the Crestview Country Club property. This alignment was required due to unsuccessful attempts to obtain an easement for construction of a new lift station on the north side of 13th Street, between 127th Street East and 143rd Street East. The fee for the development of the plans was \$93,798. On January 4, 2005, the City Council approved Supplemental Agreement No. 2, for a study of alternate routes for the area north of the Crestview sewer project, more specifically to study the developing areas north of Crestview Country Club. The fee was \$5,000.

Analysis: R&B has been asked to design a pedestrian crossing for Crestview Country Club to replace the structure that will be removed for sanitary sewer construction. The proposed Supplemental Agreement provides for the additional services.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$16,740, and will be paid by Revenue Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 22, 2002

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 22, 2002) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for SANITARY SEWER LIFT STATION, GRAVITY SEWER LINES TO THE LIFT STATION, AND A FORCE MAIN FROM THE LIFT STATION TO THE FOUR MILE CREEK SANITARY SEWAGE TREATMENT PLANT (CIP S-532) (OCA #624078).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design of a pedestrian crossing for Crestview Country Club to replace the structure that will be removed for sanitary sewer construction. The engineer shall study the construction of a pedestrian bridge capable of holding fully loaded golf cars and light maintenance equipment, or the reconstruction of a weir structure that enhances mitigation of drainage and flooding issues. The ENGINEER shall provide input and recommendations regarding both structures and make recommendations regarding which is best for the proposed application. After recommendations are made, the ENGINEER shall be responsible to prepare construction plans and cost estimates for the construction of the structure.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$16,740.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 11g

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0278

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Area Lighting at Nine City Pools
(Districts I, IV, V & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 4, 2004, the City entered into an Agreement with K.E. Miller Engineering, P.A. for designing area lighting at nine City pools for a design fee of \$22,000. On February 1, 2005, the City Council approved Supplemental Agreement No. 1, to study the existing lighting and prepare design plans for an upgraded lighting system for the West Side Athletic Fields. The fee was \$6,500.

Analysis: The Design Agreements with K.E. Miller requires K.E. Miller to provide construction engineering services if requested by the City. The proposed Supplemental Agreements between the City and K.E. Miller provides for electrical engineering services as required during the construction of the project.

Financial Considerations: Payment to K.E. Miller will be on an hourly basis with a maximum fee not to exceed \$2,250, and will be paid by General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"

AND

K.E. MILLER ENGINEERING, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to AREA LIGHTING FOR NINE CITY POOLS.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Electrical Engineering Services

(Services shall include the review of electrical submittals and shop drawings, and assistance as required during construction of the project.)

(Project #472 84002, OCA #785041)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on an hourly basis at a rate of \$90.00 per hour, with a maximum fee not to exceed \$2,250.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

By Action of the City Council

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

K.E. MILLER ENGINEERING, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 11h

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0279

TO: Mayor and City Council

Subject: Drug Enforcement Administration Task Force

Initiated By: Police Department

Agenda: Consent

Recommendation: Approve the agreements.

Background: The Wichita Police Department will be participating in a joint federal task force through the DEA. Police Department detectives will be assisting the task force for a special assignment. These detectives will supplement two detectives currently assigned to a joint DEA task force under an October 1, 2002 agreement.

Analysis: The DEA will reimburse the Police Department for overtime incurred by the detectives assisting the task force and for the two detectives currently assigned to a joint DEA task force.

Financial Considerations: The City of Wichita will be reimbursed by the DEA for overtime incurred by the detectives assisting the joint task force, dependent on the number of hours worked, up to \$40,000. In addition, the DEA has agreed to reimburse the Police Department for up to \$29,340 in overtime for DEA task force assigned detectives. The DEA task force agreement updates an October 1, 2002 agreement regarding the amount of overtime that will be reimbursed. In both cases, there is no City match required.

Legal Considerations: The agreement will be reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the agreements, authorize the additional grant expenditures, and authorize the appropriate signatures.

Agenda Item No. 12

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0280

TO: Mayor and City Council Members

SUBJECT: Change Order: War Industries Relief Sewer (along Gypsum Creek between Harry and Rock) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On July 20, 2004 the City Council approved a construction contract to build a relief line paralleling the War Industries Sewer along Gypsum Creek, between Harry and Rock. While most of the construction is in the creek bank area, a part of the work is under existing paved streets. The amount of pavement restoration needed, due to the poor pavement condition, exceeds the amount expected at the time the project was designed.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$102,194 with the total paid by the Sewer Utility. The original contract is \$2,530,420. This Change Order plus previous Change Orders represents 4.04% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

October 26, 2004
PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Dondlinger & Sons Project: Water Main Replacement – Harry, Oliver to Woodlawn
Change Order No.: 3 Project No.: 448-89700
Purchase Order No.: 301361 OCA No.: 636116
CHARGE TO OCA No.: 636116 PPN: 772513

Please perform the following extra work at a cost not to exceed \$11,950.00

There were originally 60 services estimated to be in need of repair, and 29 more are needed.

OVERRUN:

Long Water Service (1") – 4 ea @ \$550.00/ea = \$ 2,200.00

Short Water Service (1") – 25 ea @ \$450.00/ea = \$11,250.00

UNDERRUN:

Long Water Service (2") – 1 ea @ \$1,500.00/ea = (\$ 1,500.00)

Total \$11,950.00

Recommended By: Approved:

_____	_____	_____
Lawrence Schaller, P.E.	Date	Jim Armour, P.E.
Construction Engineer		Acting City Engineer

Approved: Approved:

_____	_____	_____
Contractor	Date	Chris Carrier, P.E.
		Acting Director of Public Works

Approved as to Form: By Order of the City Council:

_____	_____	_____
Gary Rebenstorf	Date	Carlos Mayans
Director of Law		Mayor

Attest: _____
City Clerk

Agenda Item No. 13a

CITY OF WICHITA
City Council Meeting
April 5, 2005

Agenda Report No. 05-0281

TO: Mayor and City Council Members

SUBJECT: Acquisition of Part of 4820 E. Central for Central: Oliver to Woodlawn (District I and II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 4, 2003 City Council approved a project to improve Central, between Oliver and Woodlawn. The improvement plans call for partial acquisitions of seven parcels. One acquisition at 4820 E. Central requires a 400 square foot strip take of land. The property is a multi-tenant occupied building situated on a 13,939 square foot site.

Analysis: The property owner has agreed to accept \$11,450.00. \$4,000 for the acquisition, \$250 for the temporary easement and \$7,200 for cost-to-cure items and damages to the two signs and planter boxes on the property. The building improvements will not be impacted by this acquisition.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds with Federal monies. A budget of \$11,900 is requested. This includes \$11,450 for the acquisition, and \$450 for the title insurance.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; and 3) Authorize all necessary signatures.

Agenda Item No. 13b

CITY OF WICHITA
City Council Meeting
April 5, 2005

Agenda Report No. 05-0282

TO: Mayor and City Council Members

SUBJECT: Acquisition by Eminent Domain of a Tract Required for the Pawnee and Washington Intersection Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt resolution and approve and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property.

Background: On October 21, 2003, the City Council approved the improvement of the intersection of Pawnee and Washington. The project will require the acquisition of several parcels of land and easements. One of the required acquisitions is a 17.5-foot wide strip along the north edge of 1027 East Pawnee. The parcel has 17,656 square feet and is improved with a 2,400 square foot concrete block facility. It is currently configured for automobile service. The project will require 2,472 square feet of the site. While the acquisition does not physically impact the building, the overhead access doors will need to be relocated to the south side of the structure due to proximity to the street.

Analysis: City staff has been attempting to negotiate a purchase of the identified property but has been unable to reach an agreement with the owner. The tract was appraised at \$42,250. This amount includes payment for the land plus funds to pay to relocate the access doors. The owner's counter proposal was that the City give them the 28,385 square feet that the City is acquiring at 1001 East Pawnee and \$850,000 to build a new building on the reconfigured site. It is his preference that the City finance the new construction. Staff will continue to negotiate with the owners, but due to the owner's wishes, eminent domain proceedings need to be initiated.

Financial Considerations: The cost of this acquisition will be paid for by the City at large.

Legal Considerations: The Law Department has approved the resolution and ordinance as to form.

Recommendation/Action: Adopt the resolution and place the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition, on first reading.

Agenda Item No. 14

CITY OF WICHITA
City Council Meeting

April 5, 2005

Agenda Report No. 05-0283

TO: Mayor and City Council Members

SUBJECT: Approval of Damage Claims

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve payment of claims presented.

Background: Southwestern Bell has two claims of trunk line damage resulting from City crews working on water and sewer repairs and original installations. Each relates to damage caused by directional boring under City streets used in an attempt to install water service without the necessity of closing a street or alley for construction, and the trenching of those passageways to lay water pipe.

Analysis: Southwestern Bell and the City of Wichita are, and will continue to remain, partners in the provision of essential services to the residents of the City of Wichita. Each entity properly has facilities under the street right of way, that occasionally conflict. The claims presented are attributed to the cost of outside contractors skilled in the repair of the older, non-color-coded connections involved.

Financial Considerations: Payment in the total sum of \$54,166.37 would be from the tort claims fund.

Legal Considerations: The Law Department and Water Department have investigated the claims, and each has determined that payment is appropriate. The Law Department initiated this proposal and recommends passage. Payment will be exchanged for a standard form release.

Recommendations/Actions: Authorize payment of the two identified claims.

Agenda Item No. 15

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0284

TO: Mayor and City Council Members

SUBJECT: Community Fisheries Assistance Program Grant Application
(District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The South Lakes Fishing Area located at 55th Street South has been a popular location for area fisherman for several years. Currently, the parking area at this location is unpaved and does not comply with the City ordinance to have all parking areas paved within the city limits. The fishing lake area, which was acquired in the years 1990 through 1992, has deteriorated since that time, due to years of use. The Park and Recreation Department plans to improve this facility by redesigning the access from 55th Street, providing ADA-compliant parking and access control, and developing a fish loading ramp which can be utilized by the Kansas Department of Wildlife and Parks. This lake is currently part of the KDWP program which regularly stocks area lakes.

Analysis: The 2005 Park Capital Improvement Program (CIP) includes funding for the renovation and construction of parking lots and entrance drives. Renovation will protect the City's investment in this facility, making it functional and aesthetically attractive to citizen users. This year's plan calls for improvements in parking areas at the Park Maintenance Facility, South Lakes Fishing Lake and Harrison Park.

Financial Considerations: The City is requesting \$40,000 funding for the South Lakes project through the Community Fisheries Assistance Program (CFAP) grant application. The project is estimated to cost \$75,000. By utilizing the grant, the Park Department hopes to stretch funding allocations for other needs in the park system. The 2005 Park CIP includes \$450,000 for the renovation of parking lots and entrance drives. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the grant application.

Recommendation/Action: It is recommended that the City Council approve the grant application and authorize the necessary signatures.

Agenda Item No. 16

CITY OF WICHITA
City Council Meeting

April 5, 2005

Agenda Report No. 05-0285

TO: Mayor and City Council Members

SUBJECT: Memorandum of Understanding between Sedgwick County Forensic Science Center and the City of Wichita for collection of restitution for drug/alcohol testing and enhancement of laboratory services.

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding.

Background: The Sedgwick County Forensic Science Center conducts testing upon drug and alcohol evidence submitted by the Wichita Police Department, for cases filed in the City of Wichita Municipal Court. In order to prosecute drug and/or alcohol offenses in Municipal Court, the prosecution must provide a laboratory analysis. The Sedgwick County Forensic Science Center incurs an expense of \$50.00 per test performed. Currently, they are not compensated for this testing. The large numbers of alcohol and drug cases submitted for testing by the Wichita Police Department stress their current levels of staffing and supply expenditures. As a result, the testing is not always assured in a timely manner. The memorandum of understanding allows the prosecution to request of the Municipal Court Judge a restitution amount of \$50.00 per test conducted, on cases in which the defendant has been convicted of alcohol and/or drug offenses, for which laboratory analysis was performed. If ordered by the Municipal Court Judge, the restitution amount is collected from the defendant. Sedgwick County has agreed to utilize the restitution amounts collected to renew supplies expended and enhance staffing on municipal cases, in order that laboratory testing is timely.

Analysis:

The Sedgwick County Forensic Science Center does not receive remuneration for testing of alcohol/drug evidence for municipal offenses. This Memorandum of Understanding would allow prosecutors to request that a \$50 testing restitution fee be assessed against defendants convicted of alcohol/drug offenses in Municipal Court, for which laboratory testing was performed. The Municipal Court Judge may order the restitution fee. The Sedgwick County Forensic Science Center has agreed to utilize the restitution amount collected from defendants to renew supplies expended on testing and enhance staffing levels to guarantee timely testing on municipal cases.

Financial Considerations: None

Legal Considerations: The Memorandum of Understanding has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the Memorandum of Understanding.

CITY OF WICHITA AND SEDGWICK COUNTY
MEMORANDUM OF UNDERSTANDING
RESTITUTION FEES IN DRUG/ALCOHOL CASES FILED
IN THE MUNICIPAL COURT OF THE CITY OF WICHITA

The purpose of this Memorandum of Understanding is to enhance laboratory services provided by the Sedgwick County Forensic Science Center to the City of Wichita Police Department for drug and alcohol cases filed in the City of Wichita Municipal Court. The enhancement of laboratory services under this agreement will be funded through a restitution fee requested by the City of Wichita Department of Law against convicted defendants, in cases that the Sedgwick County Forensic Science Center performed laboratory analysis on drugs and/or alcohol. Restitution amounts ordered by the Municipal Court and ultimately collected from the convicted defendants will be utilized by the Sedgwick County Forensic Science Center to enhance laboratory services for cases involving drug and/or alcohol charges filed through the City of Wichita Municipal Court.

WHEREAS, the City of Wichita recognizes the need for enhanced laboratory services from the Sedgwick County Forensic Science Center and has the commitment to seek restitution from defendants convicted of drug and/or alcohol charges, in which the Sedgwick County Forensic Science Center performed laboratory analysis, and

WHEREAS, the Sedgwick County Forensic Science Center recognizes the need to enhance laboratory services to the Wichita Police Department on cases that have drug and/or alcohol charges filed through the City of Wichita Municipal Court, and have the desire to utilize restitution amounts ordered by the City of Wichita Municipal Court for laboratory services performed in drug and/or alcohol cases, from convicted defendants, to be utilized for the enhancement of laboratory services, and

NOW THEREFORE BE IT KNOWN:

THAT THIS AGREEMENT is made and entered into this ____ day of _____, 2005, by and between the Board of County Commissioner of Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City".

THAT the County currently operates and funds the Sedgwick County Regional Forensic Science Center, hereinafter referred to as "Center". The Center provides Forensic Science Services to all local and county Law Enforcement agencies; and

The Center and City representatives have met and agree that additional resources, specifically forensic scientists for the Drug/Alcohol Identification Unit, will enhance the ability of the Center to provide expert forensic science services to the Wichita Police Department, and the citizens of the City of Wichita, on cases filed in the City of Wichita Municipal Court; and

The parties agree that a defendant who is convicted of a violation in which forensic science services were utilized, in cases filed in the City of Wichita Municipal Court, should be assessed at least a portion, if not all the cost of the service, and it is appropriate for a prosecutor to request that such restitution be paid to an aggrieved party stemming from a defendant's criminal conduct; and

The City of Wichita Municipal Court has the ability and authority to impose upon a defendant, convicted on a municipal charge, a restitution fee.

NOW THEREFORE, SEDGWICK COUNTY AND THE CITY OF WICHITA
MUTUALLY AGREE TO THE FOLLOWING:

Restitution Fee.

The Municipal Court of the City of Wichita may order and collect as a restitution fee, upon request by a city prosecutor and order of the Court, an amount of \$50 for each charge and subsequent conviction upon which a drug/alcohol analysis was performed by the Sedgwick County Forensic Science Center. This assessment, when ordered against convicted defendants, and paid by convicted defendants, shall be remitted to the Sedgwick County Forensic Science Center on a quarterly basis.

Use of Funds.

The restitution funds remitted to the Regional Forensic Science Center shall be utilized to fund at least one full-time Forensic Chemist; such chemist shall be assigned to the Criminalistics Section of the Forensic Laboratory. The primary duty of this Forensic Chemist shall be drug and alcohol identification on cases that are filed in the City of Wichita Municipal Court. Funds collected that exceed the amount necessary to fund this position shall be used to support the operational requirement of the Criminalistics Section of the Forensic Laboratory, in order that the ability to provide forensic services on City of Wichita Municipal Court cases are enhanced.

Personnel.

The County shall hire and train a qualified individual for the position of Forensic Chemist, who will be assigned to the Criminalistics Section of the Forensic Laboratory. The primary duty of this individual shall be drug and alcohol identification for cases filed through the Municipal Court of Wichita.

Termination

Any party to this agreement may terminate this agreement in writing at any time, upon thirty days of notice.

Non-discrimination.

During the performance of this Agreement the parties agree that they will not discriminate against any employee or service recipient because of race, color, religion, sex, age, disability, ancestry or national origin, and will comply with all Federal and state of Kansas antidiscrimination laws.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year first written above. The signatures below represent full understanding and acceptance of the terms of this memorandum of understanding.

BOARD of COUNTY COMMISSIONERS
Of SEDGWICK COUNTY, KANSAS

Chairman

Approved as to form:

County Counselor

THE CITY of WICHITA

Carlos Mayans, Mayor

Approved as to form:

Gary Rebenstorf, City Attorney
Director of Law

Agenda Item No. 17

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0286

TO: Mayor and City Council Members

SUBJECT: Access to Jobs Vendor Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the Access to Jobs Vendor Agreement with ABC Taxi Cab Company, Inc.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access to Jobs has provided over 489,799 rides. By entering into a Vendor Agreement with ABC Taxi Cab Company, Inc. the program can provide over 12,400 more rides a year to low-income clients in a very cost effective manner. This is a contract renewal.

Analysis: Part of the Access to Jobs grant from the Federal Transit Administration, is to provide half the cost of rides for low-income clients when they are trying to enter, or re-enter the work force. The other half of those expenses are borne by SRS.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and Social and Rehabilitation Services, (50%). No city funds will be involved in the Access to Jobs ride to work program.

Legal Consideration: Vendor Agreement was drafted by the Legal Department.

Recommendations/Actions: It is recommended that the City Council approve the Access to Jobs Vendor Agreement and authorize the necessary signatures.

Agenda Item No. 18

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0287

TO: Mayor and City Council Members

SUBJECT: Access to Jobs Vendor Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the Access to Jobs Vendor Agreement with the Breakthrough Club.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access to Jobs has provided over 489,799 rides. By entering into a Vendor Agreement with the Breakthrough Club, the program can provide over 4,200 more rides a year to low-income clients in a very cost effective manner. This is a contract renewal.

Analysis: Part of the Access to Jobs grant is to provide half the cost of rides that non-profit agencies offer low-income clients when they are trying to enter, or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Breakthrough Club (50%). No city funds will be involved in the Access to Jobs ride to work program.

Legal Consideration: Vendor Agreement was drafted by the Legal Department.

Recommendations/Actions: It is recommended that the City Council approve the Access to Jobs Vendor Agreement and authorize the necessary signatures.

Agenda Item No. 19

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0288

TO: Mayor and City Council Members

SUBJECT: Access to Jobs Vendor Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the Access to Jobs Vendor Agreement with the Mental Health Association of South Central Kansas.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access to Jobs has provided over 489,799 rides. By entering into a Vendor Agreement with the Mental Health Association of South Central Kansas the program can provide over 1,800 more rides a year to low-income clients in a very cost effective manner. This is a contract renewal.

Analysis: Part of the Access to Jobs grant is to provide half the cost of rides that non-profit agencies offer low-income clients when they are trying to enter, or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Mental Health Association (50%). No city funds will be involved in the Access to Jobs ride to work program.

Legal Consideration: Vendor Agreement was drafted by the Legal Department.

Recommendations/Actions: It is recommended that the City Council approve the Access to Jobs Vendor Agreement and authorize the necessary signatures.

Agenda Item No. 20

City of Wichita
City Council Meeting

April 5, 2005

Agenda Report No. 05-0289

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Council District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On March 7, 2005 the Board of Code Standards (BCSA) held a hearing on the following seven (7) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Improvement notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

Property Address	Council District
a. 937 North Wabash	I
b. 1416 North Lorraine	I

- | | |
|----------------------------|---|
| c. 1432 North Lorraine | I |
| d. 1501 North Fountain | I |
| e. 1738 North Grove | I |
| f. 2427-29 East Shadybrook | I |
| g. 1848 North New York | I |

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on May 17, 2005 at 9:30 a.m. or as soon thereafter.

Agenda Item No. 21

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0290

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Department of Environmental Health

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Department of Environmental Health supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up or mow private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performs the work, and Environmental Health bills the cost to the property owner.

Analysis: State law and city ordinance allow placement of the cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and Environmental Health is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$56,156.52; weed mowing charges total \$43,237.60

Legal Considerations: These assessments are in accordance with Chapter 7.40.050 and 7.40.060 of the City Code.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Agenda Item No. 22

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0291

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, III, IV, V & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on April 15, 2005. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be

determined by the rate at which the January 2005 bonds sold. The principal and interest will then be spread for 1-year and placed on the 2005 tax roll.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Agenda Item No. 23

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0292

TO: Mayor and City Council Members

SUBJECT: Assistance to Firefighters Grant Program Grant Award (All Districts)

INITIATED BY: Fire Department

AGENDA: Consent

Recommendation: Approve the grant award.

Background: The FY 2004 Defense Authorization Act authorized the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), to make \$750 million in grants available to fire departments. The programs and associated activities that were eligible for the 2004 grant programs were as follows: Operations and Firefighter Safety program; Fire Prevention Program and Firefighting Vehicle Acquisition Program. Applicants could only apply for one of the three programmatic areas, however within the selected programmatic area, applicants could apply for a number of activities. On April 20, 2004, the City Council approved the submission of a grant application in the amount of \$635,053, including the required local match.

Analysis: The City applied for \$635,053 in grant funds for the fire operations and firefighter safety program category. On February 25, 2005 the Department of Homeland Security announced the award of the Assistance to Firefighters Grant for Fire Operations and Firefighter Safety Program to the Wichita Fire Department. This award will be used to purchase search and rescue equipment as well as provide training for collapse shoring, equipment use, search team operations, and Weapons of Mass Destruction training.

Financial Considerations: The grant application was originally submitted for \$635,053 and requested search and rescue equipment of \$541,435 and training in the amount of \$93,600. The U.S. Department of Homeland Security reduced the grant award to \$588,175. The decrease in the grant funding was due to the reduction of thermal imaging devices. Funding was approved for only 3 thermal imaging devices instead of the original request of 5 thermal imaging devices. Because of the funding reduction, the total project cost is \$588,175. The federal share was reduced from \$444,543 to \$411,722 and the City's matching funds from the General Fund account were reduced from \$190,510 to \$176,453. The City Council previously approved the local match.

Legal Considerations: None

Recommendation/Action: It is recommended that the City Council approve the FY 2004 Assistance Firefighters Grant award.

Agenda Item No. 24

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0293

TO: Mayor and City Council

SUBJECT: Kansas Safe Kids Cycle Smart Grant Application (All Districts)

INITIATED BY: Park and Recreation Department

AGENDA: Consent

Recommendations: Approve the grant application.

Background: Summer of Discovery is an 11-week summer recreation program offered at City recreation centers for youth ages 6-13. The program, which runs from June 1 to August 12, is filled with fun and educational activities designed to keep participants busy all summer. Program hours are 7:00 a.m. to 6:00 p.m. One of the scheduled activities is a bicycle clinic conducted by police officers from the Wichita Police Department. The officers teach proper bicycle riding techniques, safety, and rules of the road. Officers check the participants' bikes for safety, perform minor mechanical repairs and run the kids through an obstacle course.

Analysis: The Park and Recreation Department is requesting authorization to apply for the Kansas SAFE KIDS Cycle Smart grant. The grant would provide up to 50 Bell Sports bicycle helmets to support the bicycle clinic offered at the Summer of Discovery

recreation program. Consideration will be given to children who cannot afford bicycle safety equipment.

Financial Considerations: The grant is an equipment grant with no grant funding provided.

Legal Considerations: The Law Department has reviewed the application as to form.

Recommendation/Actions: It is recommended that the City Council authorize the Park and Recreation Department to submit the grant application.

Agenda Item No. 25

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0294

TO: Mayor and City Council

SUBJECT: Southeast Water Booster Pump Station (District III)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project expenditure.

Background: Potential water pressure problems were identified in parts of southeast Wichita in the 1999 Water Master Plan. Those identified were in the southeast water distribution system, and in the future growth areas of southeast Sedgwick County as identified by the Metropolitan Area Planning Department (MAPD).

Analysis: On April 8, 2003, City Council approved a Water Master Plan Update selecting Burns & McDonnell for the engineering firm. In the process of updating the water distribution water model and analyzing the water distribution system, including current growth predictions by MAPD, Burns & McDonnell recommended a new booster pump station facility. Their recommendation is to have the pump station located near the existing 20-inch water main in Harry between Woodlawn and Rock Road. They also recommend that the pump station be operational prior to peak water usage periods during the summer of 2006.

Financial Considerations: The Southeast Water Booster Pump Station Facility is included in the 2005 approved Capital Improvement Program as CIP W-537. Total budget for the project is \$3.62 million: \$1.1 million in 2005 and \$2.52 million in 2006.

The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the expenditure, adopt the Resolution, and authorize the necessary signatures.

Agenda Item No. 26

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0295

TO: Mayor and City Council Members

SUBJECT: Amending Resolution and Supplemental Construction
Agreements: Arkansas River Corridor Improvement Project
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the amending Resolution and Supplemental Construction Engineering and Architectural Agreements.

Background: On December 30, 2003 the City Council approved a project for improvements in the Arkansas River Corridor. At that time, it was expected that Federal Grants in the amount of \$2,000,000 would be available to fund part of the project cost. It has since been determined that the amount of Federal Grants available is \$2,798,214. An amending Resolution has been prepared to incorporate the increase into the project budget. In addition, supplement agreements with Law/Kingdom, Inc, and HNTB Corporation, project designers, have been prepared for construction administration and inspection services.

Analysis: The project extends from the First and Second Street Bridges to the Central (Little Arkansas River) and Seneca (Arkansas River) Bridges. It includes a portion of the south bank to the west of Exploration Place, construction of two pedestrian bridges and improvements to the Keeper of the Plains monument.

Financial Considerations: The project budget approved by the City Council on December 30, 2003 is \$27,000,000 with \$25,000,000 paid by the City and \$2,000,000 paid by Federal Grants. The revised budget is \$27,798,241 with \$25,000,000 paid by the City

and \$2,798,214 paid by Federal Grants. The funding source for the City share is General Obligation Bonds. The construction engineering and architectural fees are \$316,860 for Law/Kingdom and \$783,934 for HNTB.

Legal Considerations: The Law Department has approved the amending Resolution and Supplemental Construction agreements as to legal form.

Recommendation/Action: It is recommended that the City Council adopt the amending Resolution, approve the Supplemental Construction Agreements and authorize the signing of State/Federal agreements as required.

Agenda Item No. 27

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0296

TO: Mayor and Members of the City Council

SUBJECT: Consolidated Plan-2005/2006 One-Year Action Plan

INITIATED BY: Department of Housing and Community Services

AGENDA: Consent

Recommendation: Authorize comment period for the One-Year Action Plan.

Background: On March 8, 2005, the City Council approved funding allocations for the 2005/2006 Consolidated Plan. The preliminary One-Year Action Plan includes Community Development Block Grant (CDBG) funding allocations, HOME Investment Partnership funds (HOME), and Emergency Shelter Grant (ESG) funds. To receive these federal funding allocations, HUD requires cities to prepare a One-Year Action Plan listing of eligible projects and services to be undertaken, their location and proposed activities. The proposed One-Year Action Plan must be submitted for public comment prior to final adoption by the City Council.

Analysis: The City's preliminary 2005/2006 One-Year Action Plan lists the federal resources available from the CDBG, HOME and ESG programs to address priority needs (as adopted by the City Council). The One-Year Action Plan provides a description of the activities approved and the location of the activities to be undertaken during the fiscal year. The 2005/2006 One-Year Action Plan covers the period beginning July 1, 2005 and ending June 30, 2006.

Financial Considerations: The 2005/2006 One-Year Action Plan totals \$6,093,711 and is comprised of grant funds in the amount of \$5,301,229, prior year program income of \$577,482 and estimated income (primarily from revolving funds such as Historic Loans) of \$215,000.

Legal Considerations: The City has met all federal requirements to proceed with issuance of a preliminary One-Year Action Plan. A thirty-day public comment period is required, beginning April 6, 2005 and ending on May 5, 2005.

Recommendation: It is recommended that the City Council authorize implementation of the public comment period for the proposed 2005/2006 One-Year Action Plan as an amendment to the City's 2004/2008 Consolidated Plan.

Agenda Item No. 28

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0297

TO: Mayor and City Council

SUBJECT: EPA Earth Day Grant Application

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendations: Approve the grant application and acceptance of the award, if approved.

Background: The Environmental Services has participated throughout the years and provided a number of different programs at Boeing's Earth Day Kansas, now held at the Sedgwick County Zoo. This has been an excellent opportunity to inform citizens about water conservation, pollution, and much more. This year's event targets grades third through fifth. Children will be given on-the-spot education that promotes environmental awareness and stewardship in the community.

Analysis: Environmental Services requests authorization to apply for an EPA Earth Day Grant to be used as a hands-on environmental exhibit for the Boeing's Earth Day Kansas celebration at the Sedgwick County Zoo on April 21, 2005. The proposed project, "Rollin' On The Arkansas River", will be a demonstration of every day life on the Arkansas River, explaining the impact individual citizens have on the surface water. Exhibit visitors will participate by portraying a water droplet in the Arkansas River as it

proceeds through the water cycle. The exhibit will simulate this journey via a tunnel and/or canopy design. The exhibit will show what happens as water droplets are detoured through farmland and municipalities and become impacted by society. The exhibit will be portable and after Earth Day, the exhibit will be used as a year around feature at the City's Wichita Area Treatment, Education, and Remediation (WATER) Center.

The grant application deadline was March 18, 2005. Under authority of City of Wichita Administrative Regulation No. 61, the City Manager is authorized to submit the grant application where delay would invalidate the grant application.

Financial Considerations: Environmental Services is requesting EPA Earth Day Grant Funding of \$2,500. The grant does not require matching funds from the City.

Legal Considerations: The Law Department has reviewed the application as to form.

Recommendation/Action: It is recommended the City Council approve the grant application and acceptance of the grant if awarded, and authorize the necessary signatures.

Agenda Item No. 29

City of Wichita
City Council Meeting
April 5 2005

Agenda Report No. 05-0298

TO: Mayor and City Council

SUBJECT: Environmental Use Control (EUC) Application and Requirements
for Historic Mid-town Bike Path

INITIATED BY: Department of Environmental Services
Metropolitan Area Planning Department

AGENDA: Consent

Recommendations: Approve the application for environmental use controls for the Historic Midtown Bike Path and authorize the necessary signatures.

Background: The City has allocated Community Development Block Grant (CDBG) funds to be used for the acquisition of certain key segments of land associated with the development of the Historic Midtown Bike Path. The pathway will extend along portions of the abandoned UP rail right-of-way between Central and 15th Street. The actual design

and construction of this project is being funded by a federal transportation enhancement grant awarded to the City in 2004. .

A condition of using federal CDBG funds is the completion of a HUD environmental review. Assessments of the proposed pathway have detected groundwater contamination from petroleum and the North Industrial Corridor (NIC) plume. Portions of the former railroad corridor were also found to have surface soils containing detectable levels of heavy metals from the rock ballast used for the railroad bed. Once the City and Kansas Department of Health and Environment (KDHE) have agreed on a method of mitigating the contamination, then the review can be completed and HUD can approve use of the grant.

Analysis: Environmental Services has been working with KDHE to mitigate the contamination and reduce potential public health risks. KDHE has agreed that the City may address the groundwater issues under the current NIC agreement. The City proposes to apply for an Environmental Use Control (EUC) for the soil concerns. EUCs are KDHE administrative controls that allow applicants to use specific methods to leave the contamination in place rather than remove it. EUCs can only be applied to those sites where the contamination can be contained (does not move), is low in toxicity, and the methods are approved by KDHE. The City has proposed to construct the bike path in such a manner that the surface will be covered and protected with soil and pavement. KDHE has indicated that it will approve the EUC application if the City agrees substantially as follows:

- 1) Restricts by deed or other EUC mechanism for excavation and construction activities.
- 2) Funding to the EUC program under KDHE is statutorily established and requires the City to provide a one-time payment of \$4,900 to KDHE. Additionally, there will likely be some miscellaneous administrative filing fees. The City will perform annual inspections and repairs as necessary, and KDHE-EUC will inspect once every five years.
- 3) If construction of the bike path requires removal of soils, this material must be sampled and analyzed for contaminants, and disposed of accordingly.

Legal Considerations: The Law Department will review as to form and approve the language of any agreements or use restrictions required for the property under the application.

Financial Considerations: HUD officials have advised the City that the \$4,900 payment to KDHE and miscellaneous filing fees for the EUC action is an allocable cost to the CDBG grant associated with this bike trail. Maintenance of the bike path, once completed, will be part of the City's normal public land maintenance program.

Recommendation/Actions: It is recommended that the City Council approve the proposed application to KDHE for application of EUC controls on the Historic Midtown Bike Path, authorize the City Manager to sign the necessary documents, and approve payment of up to \$4,900 in fees to KDHE.

Agenda Item No. 30

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0299

TO: Mayor and Members of the City Council

SUBJECT: KDHE Watershed Restoration And Protection Strategy
(WRAPS) Grant Application

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendation: Approve the multi-phase grant application and acceptance of the grant award, if received.

Background: The Kansas Department of Health and Environment (KDHE) has initiated a program for the development and implementation of Watershed Restoration and Protection Strategies (WRAPS), and is making grant funding available for these efforts. Program elements include identification and assembly of stakeholders, assessment of needs and opportunities, development of goals, and implementation of cost effective strategies relative to watershed restoration and protection.

The condition of the Arkansas River, and its supporting watershed, has long been a priority for the City of Wichita. Recent milestones in the City's watershed protection and restoration efforts include the 2000 Arkansas River Symposium, formation of Arkansas River technical and advisory committees in 2001, an in-depth water quality study of point and non-point pollution sources in 2002, and ongoing efforts of maintenance of sewer and stormwater infrastructure. The recently completed Visioneering Plan for Wichita included the goal of "cleaning up the Arkansas River" as part of the Quality of Life strategies.

Analysis: Protection and improvement of the Arkansas river supports economic, recreational, and aesthetic development initiatives in the City's core. The availability of KDHE WRAP funding will enhance current and future efforts by the City and its partners in these areas. Utilizing the WRAPS process, the City will refine existing Arkansas River information and education efforts to identify and involve stakeholders, assess needs and opportunities, develop goals, and implement effective strategies.

Environmental Services (ES) staff have prepared a preliminary grant application for funding of the development phase of the WRAPS process. Funding applications for the

assessment, planning, and implementation phases will be submitted sequentially, according to KDHE requirements.

Utilizing WRAPS funding, Environmental Services will hire a full-time WRAPS Coordinator to recruit and survey stakeholders, organize a watershed leadership team, implement educational efforts, and disseminate information to related Arkansas River interest groups. The coordinator will also perform the reporting associated with the WRAPS grant, including making application for each successive step in the WRAPS program. The WRAPS grant will also fund materials and services to support the program.

The grant application deadline was April 1, 2005. Under authority of City of Wichita Administrative Regulation No. 61, the City Manager is authorized to submit the grant application where delay would invalidate the grant application.

Financial Considerations: The City is requesting an amount not to exceed \$100,000. The grant requires a minimum 40% cash or in-kind match. The City has proposed an in-kind match of \$60,000 grantbased on staff time contributed by three departments, Environmental Services, Water and Sewer, and Public Works, for various activities dealing with Arkansas River issues.

Legal Considerations: The Department of Law has approved the grant application as to form.

Recommendation/Action: Approve grant application and authorize the necessary signatures; accept the grant award, if received.

Agenda Item No. 31

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0300

TO: Mayor and City Council

SUBJECT: Extension of Letter of Intent for Industrial Revenue Bonds
(Ethanol Products, LLC) (District II)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the extension.

Background: On May 18, 2004, the City Council approved a one-year Letter of Intent to issue Industrial Revenue Bonds in an amount not-to-exceed \$2,000,000 to Ethanol Products, LLC. Bond proceeds will be used to finance the cost of acquiring, constructing and equipping a company headquarters facility. The company is requesting an extension of the Letter of Intent until December 31, 2005.

Analysis: The construction of the new Ethanol Products headquarters facility is nearly complete; however, it does not appear that it will be finalized and the cost and expenses associated with the project will be finalized prior to the date the Letter of Intent expires.

Financial Considerations: There is no financial impact on the City resulting from the requested extension.

Legal Considerations: Bond documents required for the issuance of bonds will be prepared by bond counsel. The City Attorney's office will review and approve the form of bond documents prior to the issuance of any bonds. The Letter of Intent extension will fall under the new Economic Development Incentive Policy. Under the new policy, the project is eligible for IRBs and sales and property tax exemption since it will be constructing a new corporate headquarters.

Recommendations/Actions: It is recommended that the City Council approve the extension of the Letter of Intent to Ethanol Products for Industrial Revenue Bonds in an amount not-to-exceed \$2,000,000 for a period ending December 31, 2005.

Agenda Item No. 33

REVISED
ORIGINAL DATE: 03/22/05
City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0301

TO: Mayor and City Council Members

SUBJECT: Northwest Bypass (District V)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the right-of-way acquisition project.

Background: On March 22, 2005 the City Council deferred action to fund right-of-way acquisition for the Northwest Bypass in order to receive additional information.

The State Comprehensive Transportation Program adopted in 1999 includes a System Enhancement Program that funds city and county highway projects. On November 23, 1999 the City Council approved a joint Wichita/Sedgwick County application for the Northwest Bypass (a copy of the application is attached). Its purpose is to provide local funding for early acquisition of right-of-way to preserve the corridor from private development. The application was approved by the Kansas Department of Transportation (KDOT) and on August 7, 2001 the City Council approved a City/County/State agreement that provides that the City and County will each contribute \$1,500,000 for right-of-way acquisition (a copy of the agreement is attached). The project is a part of the 2030 Transportation Plan for the Wichita Sedgwick County Metropolitan Area. Funding for the City's right-of-way contribution has been included in the 2002-2011 and 2004-2013 Capital Improvement Programs adopted by the City Council a map showing the approximate project corridor location is attached.

Analysis: The northwest quadrant of the Wichita metropolitan area is and will continue to experience rapid growth. The City's new sewage treatment facility in this vicinity is evidence of increasing development in this area. The construction of a freeway will accommodate growth and development in this quadrant of the community. Additionally, a new bypass will improve access to business and residential development served by US 54 and K-96, further increasing economic development opportunities.

Financial Considerations: The City's share of the right-of-way cost is \$1,500,000. The funding source is General Obligation Bonds. Sedgwick County is also contributing \$1,500,000 for right-of-way acquisition. The Kansas Department of Transportation will pay all right-of-way costs over \$3,000,000.

Legal Considerations: In accordance with the terms of the City/County/State agreement, KDOT staff is acquiring right-of-way in the Northwest Bypass. The approval of this phase of the project is consistent with the prior applications and agreements with the State of Kansas and Sedgwick County.

Recommendation/Action: It is recommended that the City Council approve the right-of-way acquisition project, place the Ordinance on first reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 33a

CITY OF WICHITA
City Council Meeting
April 5, 2005

Agenda Report No. 05-0323

TO: Mayor and City Council Members

SUBJECT: Ordinance Amendments Pertaining to Amusement Parks and Rides and Section 7.41.010 Pertaining to Noise

INITIATED BY: City Council

AGENDA: Unfinished Business

Recommendation: Declare an emergency regarding Section 7.41.010 pertaining to noise and adopt all above-subject ordinances.

Background: The City Council conducted two workshops regarding the regulation of amusement park rides and directed the City Attorney to prepare an ordinance to address safety and licensing concerns.

The amusement park ordinances were placed on first reading on February 8, 2005. Prior to the ordinances being placed on second reading, they were taken off the agenda so that staff could meet with interested parties regarding concerns with the proposed amendments. Staff met with the parties on March 3, 2005. The proposed revised amendments address the parties' concerns.

Analysis: Licensing Fees: Licensing fees are amended so that owners of twenty or more portable amusement park devices pay the same licensing fee of \$600.00 as a permanent amusement park. Devices will be licensed and inspected once a year (rather than bi-annually) prior to the start of the operating season (May 1st).

Insurance Requirements: Insurance requirements are amended to more adequately address the types of companies, which issue these types of policies. The minimum one million dollar (\$1,000,000) policy limit remains in effect.

Inspection Requirements: Inspection requirements were amended to require that inspections be performed by industry or state recognized inspections, such as NAARSO or AIMS. This was to insure adequate inspections of the rides occurred prior to licensing.

It is noted that many rides, especially inflatables, will not be in compliance with Federal Standards regarding the manufacturing of such devices due to requirements regarding flammability. A net result could be that many devices could not be licensed or operated within the City of Wichita.

Noise and Hours of Operation: Vendors requested certain exceptions to the noise ordinances and hours of operation for all night school sanctioned events. Staff did not feel comfortable, due to neighborhood concerns, proposing ordinances, which would allow all-night outdoor activities. Currently, amusement parks must have music stopped at ten-thirty p.m. Sunday through Thursday and midnight on Friday & Saturday. These times are consistent with other City ordinances. (Section 3.28.050 regulating outside dances; 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday.)

As a compromise, the proposed amendments would allow for activities confined completely indoors to be exempted from the music and closing provisions.

Lastly, operators requested an exception from the noise ordinance if noise decibel readings did not exceed those set forth in 7.40.030. Rather than the exception requested, staff is recommending an amendment to the noise ordinance, which makes a valid decibel reading a defense to any criminal complaint made regarding excessive noise.

An emergency should be declared so that all amendments relating to amusement parks and rides are effective on the same date.

Financial Considerations: License fees are established at \$600.00 per year for amusement parks and vendors of portable amusement equipment who rent more than twenty portable riding devices a year. Fees are \$30.00 per device for individual portable amusement ride devices.

Legal Considerations: The amendments have been prepared and approved as to form by the Law Department.

Recommendations/Actions: Declare an emergency regarding Section 7.41.010 pertaining to noise and adopt all above-subject ordinances.

Agenda Item No. 34

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0302

TO: Mayor and City Council

SUBJECT: Consultant Selection for Study of Exempt and Management Pay Plans

INITIATED BY: Human Resources

AGENDA: Unfinished Business

Recommendation: Approve the selection of the consultant and authorize finalizing an agreement and commencement of the study.

Background: During 2004, the City Manager's Office, Human Resources, and the Budget Office studied the possibility of conducting a complete study of the Exempt and Management Pay Plans to ensure that current classifications are accurate before moving

further with any other pay plan development, such as broad banding and/or performance management. The last complete study of the positions in these plans was in 1993.

Staff prepared an Agenda Report for the September 21, 2004, Council meeting for revisions to the Salary Ordinance that included the pilot project for broad banding the Management Pay Plan. This was deferred for a Workshop. Staff made a presentation at a Council Workshop on October 26, 2004, for broad banding only the Management Pay Plan, which resulted in the recommendation by Council to select a consultant through the Request for Proposal process to perform a full study of the Management and Exempt positions.

Analysis: The Request for Proposal, "Consulting Services for Compensation Pay Plan," was issued on December 17, 2004. Eight formal proposals were received by the January 21, 2005, deadline. After reviewing the proposals, the Staff Screening and Selection Committee met on February 3, 2005, to select the firms to interview.

Four of the firms were invited for formal presentations and interviews on February 22, 2005. Committee members completed rating forms for the firms that resulted in the unanimous selection of Fox Lawson & Associates as the qualified vendor. Although many of the firms offered quality proposals, the committee agreed that Fox Lawson best matched the requirements of the project.

The proposal includes the following components: (1) project planning and administration; (2) classification and job level study of all positions in the affected pay plans (approximately 140 classifications covering just over 400 employees); (3) development and revisions of job descriptions as indicated by the study; (4) compensation market study of these positions; (5) recommendations for new or revised pay plans as indicated by all information collected; (6) development of a performance management/ appraisal system on which to base advancement within the pay ranges; and (7) training of affected supervisors managers and employees in the new system. The consultant may or may not recommend major changes, depending on the consultant's findings about the best practices the City should undertake as a result of the project.

Financial Considerations: The proposed fee to complete all services for this project is \$112,000, to be funded from the 2005 General Funds – Contingency.

Legal Considerations: The Law Department will review and approve the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Fox Lawson & Associates as the consultant, authorize the contract and the necessary signatures, and authorize the budget adjustment necessary to secure funding for this project.

Agenda Item No. 35

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0303

TO: Mayor and City Council

SUBJECT: 21st Street, Youth & Family Empowerment Zone (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

Recommendations: The City Council should support the creation of a Youth & Family Empowerment Zone and enter into negotiations for a long-term lease with the Boys & Girls Club of South Central Kansas and The Opportunity Project (TOP) for new facilities on the former Logopedics Institute site near 21st Street North and Grove.

Background: A consortium of community leaders, calling themselves the 21st Street Committee for Progress, has committed itself to helping the Boys & Girls Club of Wichita to raise the capital for a new facility to replace the current building located at 21st Street North and Grove. They have asked the City to provide a site for the new facility on the former Logopedics Institute site, just north of 21st Street. This City-owned property of approximately 16 acres has been substantially cleared of existing buildings. Cessna maintains two buildings fronting along 21st Street for training and child-care.

During two public meetings held to solicit community input on this proposed use of this property, other service providers expressed interest in being located here, leading to the idea of creating a Youth & Family Empowerment Zone. TOP, in particular, has shown interest in also building a new facility on the property and has the financial resources to carry out its plan.

The Committee presented a concept plan for the Zone to the City Council at its March 22, 2005 Workshop. The purpose of this agenda item is to allow the City Council to take formal action on the information presented to it on that date. The support of the City Council for this proposal will enable the Boys & Girls Club to begin its fund-raising campaign.

The Boys & Girls Club and TOP are seeking a long-term lease at a nominal rate (one dollar per year) and are asking the City to consider doing the necessary site preparation work for their proposed new buildings. The exact terms of the lease, the City's role and the City's obligations must be negotiated with these entities. Staff believes that those negotiations should be undertaken.

Analysis: This proposal will further the goals and strategies outlined in the 21st Street North Corridor Revitalization Plan. Based on two well-attended public meetings and other indicators, it appears to have broad community support. It represents a unique opportunity for the City to leverage the commitment of a dedicated group of citizens to provide services in an area where they are needed and to improve an important community asset.

Financial Considerations: The 21st Street Committee for Progress has publicly committed itself to raise the capital needed to construct a new Boys & Girls Club on the site. TOP has pledged to provide the capital needed for its new facility at this location. The City's financial responsibility could be to provide construction-ready sites at building pad grade and the streets, sewer and water and drainage facilities needed to service the building sites. Cost estimates have not been done yet for this work. Staff will negotiate with these groups to determine the exact extent of the City's involvement and future obligations and will bring that agreement back to the City Council for its approval at a future date.

Legal Considerations: A lease and a financial agreement will be drafted that implements the intent of the City Council. In conjunction with these agreements will be a financial plan to support the City's involvement.

Recommendation/Actions: It is recommended that the City Council 1) support the creation of a Youth & Family Empowerment Zone and enter into negotiations for a long-term lease at a nominal fee with the Boys & Girls Club of Wichita and TOP for new facilities on the former Logopedics Institute site; 2) direct staff to negotiate the lease(s) and the financial obligations of the City to implement the Youth & Family Empowerment Zone; and 3) review and take appropriate action regarding those agreements at a future date.

Agenda Item No. 36

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0304

TO: Mayor and City Council

SUBJECT: Wichita Wranglers Report to City Council

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Receive and file report.

Background: The Wichita Wranglers are the AA affiliate for the Kansas City Royals. They are the only team in the State of Kansas that participates in affiliated Minor League Baseball. They are part of the Eastern Division of the Texas League along with the Springfield Cardinals, the Tulsa Drillers, and the Arkansas Travelers. The Western Division of the Texas League consists of the Corpus Christi Hooks, the Frisco RoughRiders, the San Antonio Missions, and the Midland Rockhounds. The Wichita Wranglers are owned and operated by Rich Products Corporation of Buffalo, New York. Rich Products also owns the Buffalo Bisons and the Jamestown Jammers Minor League Baseball Teams. The Wichita Wranglers call Lawrence Dumont Stadium home. The stadium was built in 1934 for the National Baseball Congress World Series, which still exists today. Lawrence Dumont Stadium is currently the eighth oldest park being used in professional baseball.

Analysis: The Wichita Wranglers have had recent success and this is an opportunity to hear of how improvements and City investments have made the organization grow. Last season, the Wranglers achieved a third consecutive season of increased attendance. The addition of head coach Frank White, former Kansas City Royals player, and member of the Royals Hall of Fame, has increased the awareness of the Major League ties to Minor League Baseball. This year, hopes are that attendance will continue to increase with highlights such as the All-American Festival during the Fourth of July weekend that includes a 20th anniversary celebration of the KC Royals World Championship win and Celebrate 2005; the ever-popular NBC Tournament as well as other events planned throughout the season. The Wranglers continue to be a nominal price that makes this a fantastic option for families to bring the kids for entertainment. Also, the Wranglers have re-designed their look in 2005 to reflect the rich history and culture of Wichita. Wichitans should be encouraged to grow their support of this fantastic asset for this community and take every opportunity to enjoy great baseball and wholesome family entertainment.

Financial Considerations: None.

Legal Considerations: None.

Recommendations/Actions: Receive and file report.

Agenda Item No. 37

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0305

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cap Carpet, Inc.) (District V)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: On November 16, 2004, City Council approved a Letter of Intent to issue IRBs in the amount of \$4,000,000, and approved a 90% five-plus-five-year property tax exemption on real property improvements and personal property purchased with bond proceeds, based on job creation and capital investment to Ridge Plaza Ventures, L.L.C. (Ridge Plaza). Bond proceeds will be used to finance the cost of acquiring, constructing and equipping a new corporate headquarters building and distribution center to be leased to Ridge Plaza Ventures, L.L.C. and subleased to CAP Carpet, Inc. (the "Company"). The new facility will be located in the area of west Taft near Kellogg & Ridge Road in southwest Wichita. The Company is requesting the issuance of Industrial Revenue Bonds in the amount not-to-exceed \$4,000,000.

Analysis: Ridge Plaza is a related real estate holding company of CAP Carpet. CAP Carpet is a leading worldwide supplier of carpet, fabric, leather and utility flooring to the aircraft industry. CAP Carpet also markets product both on a wholesale and retail basis through various locations in the Upper Midwest. CAP Carpet's headquarters is located in Wichita and the Company has been in business since 1968. CAP Carpet originally started out as a retail enterprise, but in the past ten years has been expanding its wholesale flooring business with sites opened in Urbandale, IA, LaVista, NE, and Lee's Summit, MO. CAP Carpet imports products from Europe and Asia to its Wichita warehouses as well as making stock purchases for distribution to its various sites. The Aircraft Interior Products division with CAP Carpet is a supplier to local aircraft companies. The Company also ships product throughout the U.S. CAP Carpet also has commercial sites in Wichita and Topeka. It has five retail/outlet sites in Wichita and Topeka while marketing under the names of Carpet One, Stone Mountain and Big Bob's. The Company is affiliated with a co-op group named Carpet Cooperative of America (CCA Global), which provides consolidated purchasing, marketing and administrative support.

CAP Carpet expansion project includes a new 52,135 s.f. distribution center and corporate headquarters located in the area of west Taft near Kellogg & Ridge Road in southwest Wichita. CAP Carpet currently employs 50 people and plans to add 37 new jobs over a five-year period, at an average wage of \$42,066 per year.

An analysis of the uses of project funds is:

Acquisition of Land	\$ 400,000
Building and Site Improvements	3,100,000
Furniture, Fixtures and Equipment	450,000
Costs of Issuance	25,000

Total Cost of Project: \$4,000,000

The firm Hinkle Elkouri L.L.C. serves as bond counsel in the transaction. The Company plans to privately place the bonds with a financial institution with which it has an established banking relationship. The Company has complied with the City's requirements contained in the Standard Letter of Intent Conditions. The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	1.60 to one
County	2.55 to one
USD 259	1.63 to one
State	9.75 to one

Financial Considerations: The Company agrees to pay all costs of issuing the bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's new Business Incentive Policy, the Company qualifies for a 90% five-plus-five-year tax exemption on property purchased with bond proceeds, based on job creation and capital investment.

The estimated first year's taxes on Ridge Plaza's proposed \$4,000,000 expansion would be \$76,700, on real property improvements and \$10,955 on personal property, based on the 2003 mill levy. Using the allowable tax exemption of 90 percent, the City would be exempting (for the first year) \$87,655 of new taxes from the real and personal property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$24,612; County/State - \$23,387; and USD 259 - \$39,656.

Legal Considerations: Bond documents needed for the issuance of bonds have been prepared by bond counsel. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds. The City's IRB policy resolution requires IRB tenants to provide audited financial statements, unless the IRBs have been purchased by a financial institution with a pre-existing banking relationship to the tenant company. In this case, it is the subtenant, CAP Carpet, Inc., that has the banking relationship with the bond purchaser. Since CAP Carpet is the true obligor in the transaction, Law Department staff believes this arrangement conforms to the intent of the policy.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$4,000,000, and authorize the necessary signatures.

Agenda Item No. 38

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0306

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request
(Excel Manufacturing, Inc.) (District IV)

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the ordinance and tax exemption request.

Background: On January 15, 2002, City Council approved a five-plus-five year 100% Economic Development tax exemption to Excel Manufacturing, Inc. for an expansion project that resulted in the construction of a building addition and acquisition of new machinery and equipment. In 2004, City Council also approved an 83% property tax exemption on personal property for a five-year term. Excel Manufacturing located at 3258 S. Hoover Road in southwest Wichita, was locally formed in 1971. Since its establishment, Excel Manufacturing, Inc. has maintained consistent growth in its manufacturing of parts for the aerospace industry. Excel Manufacturing recently expanded its manufacturing capacity, again through acquisition of new machinery and equipment. Based on a letter of intent, Excel Manufacturing is now requesting approval of an Economic Development Tax Exemption on the newly acquired manufacturing equipment in connection with the expansion project.

Analysis: Excel Manufacturing, Inc., is a precision manufacturer of high quality machining, fabricated components and assemblies for aerospace and commercial industries. Excel specializes in 3, 4, and 5 axis machining of complex parts. Their high-speed machining centers have capabilities of up to 25,000 rpm of spindle speed. Excel is well known for its machining of detail parts such as bulkheads, wing ribs, floor sections and large monolithic parts. In 1985, Excel began an aggressive move into the development of advanced metal cutting capability, utilizing features such as measuring probes and palletized machining. Excel is a leader of aircraft components and parts with thin walls and cross sections. At Excel, these parts are machined from one piece rather than the conventional metal assemblies. Excel also has sheet metal and assembly capabilities to enhance their presence in the aerospace market. Excel exports its products out of the State of Kansas via customers such as Boeing, Cessna, Raytheon, Bombardier, Sikorsky and AeroFlex.

Excel currently employs 97 employees. As a result of the expansion project, Excel will create 37 new jobs over the next five years, at an average annual salary of \$38,821. The City's Economic Development Incentive Policy requires eligible businesses to pay wages that exceed the lower of the average wage for the Company's type of business or the average of all wages in the Wichita MSA, excluding transportation equipment manufacturing. Excel Manufacturing meets this threshold.

The expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentive Policy, Excel is eligible for the following property tax abatement:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE % INCENTIVE EXPLANATION

65.0%	New Job Creation:	Excel will create at least 37 new jobs.
35.0%	Capital Improvements:	Excel will invest at least \$3,402,095.
100.0%	Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)	
00.0%	Location Premium:	Excel is not located in the central redevelopment area.
100.0%	TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY	

Under the Economic Development Incentive Policy, Excel Manufacturing, Inc., is eligible for a 100% tax exemption on new personal property for a five-year term.

Financial Considerations: The estimated first year taxes on the proposed \$3,402,095 expansion would be \$82,648 on personal property, based on the 2004 mill levy. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) \$82,648 of new taxes from the personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - \$23,199; County/State - \$22,058; and USD 261 - \$37,389.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	3.35 to one
Sedgwick County	1.69 to one
USD 261	1.18 to one

State of Kansas 6.55 to one

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form. A notice of public hearing has been published.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance, granting a 100% tax exemption on the identified personal property improvements for a five year term, and authorize the Mayor to sign.

Excel Manufacturing, Inc.
Exhibit I

Equipment Purchases:

J-Bolt Assy Tool	\$1,193	Makino MAG3 #2
866,667		
Makino MAG3 #6	866,667	
MAG3 Tooling	22,141	
MAG3 MMC	867,675	
MAG# Spindle for #1	38,900	
MAG3 Freight	30,743	
MAG3 Installation	11,825	
Chip Hoppers for MAG3	1,360	
Dixie Choppers	5,527	
Mazak H500	66,241	
Air Compressor	27,744	
Shelving	3,339	
Ice Maker	1,893	
Shelving	1,340	
Digital Crane Scale	1,562	
Mazak 680 Spindle Replacement	9,963	
Tombstone Tooling Fixtures	24,325	
Set Mori-Seiki NV4000	2,643	
Phone System Hardware	3,082	
Mori-Seiki NV4000	124,307	
3 Self Dumping Hoppers	2,017	
Mori-Seiki NV4000 DCG	128,377	
Mori-Seiki NV4000 DCG SN 193	162,767	
Set-up costs for Mori-Seikis	3,525	
Self Dumping Hopper	1,215	
Employee Lockers	750	
Mori-Seiki NV4000 DCG	124,307	

Total Expansion Project \$ 3,402,095

Agenda Item No. 39

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0307

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request
(Sharpline Converting, Inc.)(District V)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the Public Hearing, approve first reading of the Ordinance and tax exemption request.

BACKGROUND: Sharpline Converting, Inc. at 1520 S. Tyler in southwest Wichita, was locally formed in 1976. Sharpline Converting designs, develops, markets and manufactures graphic image products. As a result of consistent growth in sales, the company has expanded its manufacturing capacity to include construction of a 30,000 square foot building addition and the purchase of machinery and equipment, for a total project cost of \$1,932,987. Prior to undertaking this expansion, the Company notified the City of its intent to request an Economic Development Exemption (EDX) on additional manufacturing space and new equipment.

ANALYSIS: Sharpline Converting has a very large and diversified product mix. The products range from automotive aftermarket to custom graphics for Original Equipment Manufacturers (OEM) customers. The custom graphics are the largest part of Sharpline's business. These products include graphics for recreational vehicles, boats, aircrafts, and sporting goods. The automotive aftermarket is also a large part of the Company's business. These products include both graphics and roll striping and these are done for over 1,200 customers. The Company has also ventured into three dimensional graphics and have recently filed a patent on a revolutionary 3D Badging process that will give Sharpline a competitive edge in the 3D market.

Sharpline Converting currently employs 284 employees. The expansion project includes construction of a 30,000 s.f. addition and purchasing new equipment. As a result of the expansion project, Sharpline Converting will create 56 new jobs over the next five years, at an average annual salary of \$30,700. The City's Economic Development Incentive Policy requires businesses to pay salaries that exceed the lower of the average wage for the Company's type of business or the average of all wages in the Wichita MSA

excluding transportation equipment manufacturing. Sharpline Converting meets this threshold. Sharpline Converting exports 97% of all production out of the state of Kansas.

The expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentive Policy, Sharpline Converting is eligible for the following:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
76.0%	New Job Creation:	Sharpline Converting will create at least 56 new jobs at an average wage of \$30,700.
26.5%	Capital Improvements:	Sharpline Converting will invest at least \$1,932,987.
102.5%	Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)	
00.0%	Location Premium:	Sharpline Converting is not located in the central redevelopment area.

100.0% TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY

Under the Economic Development Incentive Policy, Sharpline Converting is eligible for a 100% tax exemption for a five-year term on real property improvements and new personal property, and 100% exemption on real property improvements only for a second five-year term, subject to Council review.

Financial Considerations: The estimated first year taxes on the proposed \$1,932,987 expansion would be \$22,265 on real property improvements, and \$27,877 on personal property, based on the 2004 mill levy. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) \$50,142 of new taxes from the real and personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - \$14,075; County/State - \$13,382; and USD 259 - \$22,684.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	2.57 to one
Sedgwick County	1.73 to one
USD 259	1.73 to one
State of Kansas	3.47 to one

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form. A notice of public hearing has been published.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting a 100% tax exemption on the identified real and personal property improvements for an initial five-year term, plus a 100% exemption, on real property only, for a second five-year period, subject to City Council review.

Sharpline Converting, Inc.

Exhibit I

New Construction:

30,000 s.f. Building Addition to existing facility	\$785,469
Total New Construction	\$785,469

Equipment Purchases:

Two ISS – 1000 vision sensors	\$8,390.00
Vinyl cutter	11,959.75
Taping machine	700.00
Data logger	550.00
Copier	1,600.00
Computer – digital printing	4,392.00
Scale	501.84
Mailing machine	4,892.50
100 ton ultrapress	92,500.00
48” signmaker II	8,950.00
Slitter	97,600.00
Die cutter	306,000.00
Adhesive testing machine	588.16
Hydraulic metal shear	5,995.00
Tool cabinet	1,079.98
Newworking equipment	3,027.41
Stretch wrap machine	6,950.00
Two pallet trucks	694.50
Two computer workstations	558.57
Router – whse	1,754.10
Compressor	16,191.91
Core cutter	75,000.00
Scale	4,385.00
Rack	650.00

Electronic paper tape dispensor	2,044.72
Forklift	20,650.00
Racks	4,700.00
Racks	1,036.43
Bar coding equipment	91,233.55
Screening blanket	2,254.45
Shop racks	1,132.37
Laser printer – production	2,267.88
Strapping machine	1,625.00
Portable steps with handrails	1,434.16
Lateral file	419.83
Production printer	6,059.44
Tension meter	450.00
Urethane meter mixer	71,480.00
Snorkel Model	9,820.00
Rotary Laminator 12”	3,288.46
Rotary Laminator 12”	3,288.46
Willet 460 SI Ink Jet Printer	5,298.33
Manual Rewinder 9”	3,200.00
Manual Rewinder 9”	2,375.00
Rotary Die Cutter 12”	2,630.77
Paper Cutter Sybold Saber 64”	5,480.77
Rotary Laminator 12”	3,288.46
Rotary Die Cutter DCL2301, 9”	2,466.34
Shrink Film Sealer Weldotron	1,826.92
Econocorp Pkgr 3567-3669-3728	3,288.46
Rotary Die Cutter 9”	1,973.08
Rotary Die Cutter	1,973.08
Rotary Laminator 9”	2,466.34
Rotary Laminator 9”	2,466.34
Jet Printer Willet	5,846.15
Rotary Die Cutter 14”	3,069.23
Core Cutter Ppleton	2,923.08
Manual Rewinder 54”	2,923.08
Anti-Theft Applicator	7,196.93
Albus Packaging Machine	54,523.20
Rewinder SPI HW 36”	2,557.69
Automatic Packager	3,653.85
30” Manual Rewinder	2,923.08
Elsner Automatic Rewinder	12,788.46
Turret Rewinder	2,630.77
Void Elimination for Retail	18,933.47
Replacement of Turret Rewinder	110,720.20
Total Equipment	\$1,147,518.55

Total Expansion Project \$1,932,987.55

Agenda Item No. 40

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0308

TO: Mayor and City Council

SUBJECT: Lease agreement between the City of Wichita, Department of Park
and Recreation and the Clydesdale Soccer Association
(District II)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendations: Approve the agreement and authorize the necessary signatures.

Background: As a result of findings from the Alternative Revenue Task Force and direction from the City Council, staff has had ongoing talks with the soccer associations regarding the assumption of maintenance duties at City soccer fields by the association in exchange for the City of Wichita not receiving user fees from the soccer associations. Representatives of the Clydesdale Soccer Association met with staff early in 2004 to initiate discussions on a formal lease agreement with the City of Wichita.

Analysis: In May of 2004, staff began developing a lease agreement and continued to negotiate the terms of the agreement with the Clydesdale Soccer Association. On November 16, 2004, at a City Council work session, staff was directed to address maintenance standards, fees, insurance, nuisance/annoyance issues, and an inventory review in the lease agreement. A lease agreement has been created to the satisfaction of City staff and Clydesdale Soccer Association.

Financial Considerations: Per City Council recommendations, any funding savings generated from this lease agreement will be used to enhance other grounds maintenance activities within the department.

Legal Considerations: The Law Department has reviewed and approved the lease agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Agenda Item No. 41

CITY OF WICHITA
City Council Meeting
April 5, 2005

Agenda Report No. 05-0309

TO: Mayor and City Council Members

SUBJECT: Park Lighting (All Districts)

INITIATED BY: Department of Park and Recreation
Department of Public Works

AGENDA: New Business

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: The Park and Recreation Department in coordination with Public Works Department is responsible for ensuring that the City's parks, park facilities, and recreation centers are well-lit to provide for the safety of patrons.

Analysis: The 2005 Park Capital Improvement Program (CIP) includes \$100,000 for the placement of outdoor lights in new and existing parks and replacement of damaged light fixtures at existing parks, park facilities, and recreation centers. Funding will provide for necessary installations and safety improvements at a number of parks and facilities located across the city. Specific sites for improvements include McAdams and Orchard Park Playgrounds, the pathway from the Linwood Recreation Center parking lot to the Swimming Pool/Tennis Court parking lot, replacement fixtures in Central Riverside Park, additional fixtures around Park Villa in North Riverside Park, and additional fixtures in Sycamore Park.

Financial Considerations: The 2005 Park CIP includes \$100,000 for the construction and replacement of park lighting at City parks, park facilities, and recreation centers. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

Agenda Item No. 42

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0310

TO: Mayor and City Council Members

SUBJECT: Park Pathways and Sidewalks (District IV))

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: The Park and Recreation Department is responsible for ensuring that the City's park pathways and sidewalks comply with ADA requirements, meet the requirements of awarded matching grants, and provide for the safety of park users. Neighborhood volunteers, along with the Park and Recreation Department staff, installed and maintained a perimeter woodchip pathway within Wildwood Park, a 10-acre site, in 1998. The woodchipped path does not provide for full accessibility and creates increased maintenance. The neighborhood group and Park staff have targeted conversion of the chipped pathway to pavement for several years.

Analysis: The 2005 Park Capital Improvement Program (CIP) includes \$40,000 for the construction and repair of paths and sidewalks in City parks. Funding will provide for a paved six-foot-wide concrete pathway, approximately 2,900 feet long, around the perimeter of Wildwood Park.

Financial Considerations: The 2005 Park CIP includes \$40,000 for the construction and repair of pathways and sidewalks in City parks. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

Agenda Item No. 43

City of Wichita
City Council Meeting

April 5, 2005

Agenda Report No. 05-0311

TO: Mayor and City Council Members

SUBJECT: Bike Path along I-135, Gypsum Creek and George Washington Boulevard, from north of Pawnee to the Kansas Turnpike (District III)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2004-2013 Capital Improvement Program adopted by the City Council includes a project to construct a bike path along I-135, Gypsum Creek, and George Washington Boulevard, from north of Pawnee to the Kansas Turnpike. District III Advisory Board sponsored a February 2, 2005, neighborhood hearing on the project.

Analysis: The project consists of nearly 3 miles of 10' wide asphalt bike path, approximately 3,000' of fencing, signage and landscaping. Two design options have been developed:

Option A: The bike path will be partially located at the north property line of Joyland Amusement Park.

Option B: The bike path will be located in the residential area north of Joyland. Starting on Range Road from Wassall to South Fork Ct.; east on South Fork Ct.; then north on South Fork Ct. to Range Road; then east on Range Road to Hillside; then south on the west side of Hillside to Joyland property.

The District III Advisory Board voted 8-0 to approve design Option A.

Financial Considerations: The estimated project cost is \$1,040,000 with \$310,000 paid by the City and \$730,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project with design Option A, approve the Resolution and authorize the signing of State/Federal agreements as required.

Agenda Item No. 44

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0312

TO: Mayor and City Council Members

SUBJECT: Correcting Assessment Ordinance: Improving Sedgwick,
Athenian, Charles, St. Clair, Delaware, 54th, 56th and 57th Streets
North, (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Correcting Assessment Ordinance.

Background: On March 8, 2005, the City Council approved assessment ordinances for 21 paving projects. It has since been determined that the Ordinance for one of the projects, paving a group of streets located east of Meridian north of 53rd Street North is in error. A side street assessment was inadvertently omitted from some property having a front street assessment.

Analysis: A revised Ordinance has been prepared to correct the error. Affected property owners have been notified.

Financial Considerations: The project budget is unchanged.

Legal Considerations: The Law Department has approved the correcting Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council close the public hearing, approve the proposed assessments and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the assessment Ordinance on the date of its introduction, adopt the assessment Ordinance, and authorize the publication thereof.

Agenda Item No. 45

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0313

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve an area generally bounded by MacArthur, Sabin, 37th Street South and west of Baehr (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the Petition.

Background: The signatures on the Petition represent 25 of 40 (62.5%) resident owners and 51.59% of the improvement district area. District IV Advisory Board sponsored a March 2, 2005 neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: The project will provide sanitary sewer service to a developed residential area. The area is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$170,000, with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.24 per square foot of property.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Actions: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 46

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0314

TO: Mayor and City Council

SUBJECT: Assistance to Firefighters Grant Program (All Districts)

INITIATED BY: Wichita Fire Department

AGENDA: New Business

Recommendation: Approve the grant application and the necessary budget transfers to fund the local grant match, subject to an award by the granting agency.

Background: The FY 2005 Defense Authorization Act authorized the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), to make \$650 million in grants available to fire departments. The programs and associated activities that are eligible for the 2005 grant programs are: Operations and Firefighter Safety Program; and Firefighting Vehicle Acquisition Program. Applicants can apply for only one of the two programmatic areas. However, within the selected programmatic area, applicants can apply for a number of activities. FEMA has announced that the Fire Prevention Program, previously included in the Assistance to Firefighters Grant Program, will be handled separately for 2005.

Analysis: Fire Department Staff has developed a proposed \$255,500 grant application, requesting funding in the Operations and Firefighter Safety Program category. If approved, the grant funds would be used to replace and upgrade breathing air compressors and increase air delivery capabilities. The equipment would enhance the effectiveness of the existing self-contained breathing apparatus (SCBA) used by firefighters during emergency operations. If approved, the grant funds would allow the SCBA's to last longer by providing more air to the firefighters, and the Fire department would be able to purchase additional SCBA's that could be used for people who are trapped or who do not have a safe air supply.

Financial Considerations: The cost to replace and upgrade the breathing air compressors and increase air delivery capabilities is \$255,500. If approved, the proposed \$255,500 grant application would require a local match of \$51,100, with \$204,400 funded through the Assistance to Firefighters Grant Program. Matching funds are not budgeted in the 2005 Adopted budget.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the grant application; authorize the necessary signatures and approve the necessary budget transfers to fund the \$51,100 required match from either Fire Department budget savings, or savings in fire department capital improvements.

Agenda Item No. 47

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0315

TO: Mayor and City Council Members

SUBJECT: Wichita Animal Care Campus (City and Humane Society) (All Districts)

INITIATED BY: Department of Environmental Health
Department of Public Works

AGENDA: New Business

Recommendation: Approve the Contract and Letter of Intent.

Background: On May 18, 2004, the City Council approved a Memorandum of Understanding (MOU) to formally establish a policy directive between the City and Kansas Humane Society (KHS) to initiate steps to study, identify and negotiate various planning and project considerations aimed at reaching an agreement sufficient to enter into a Project Agreement and partnership. Both the City and the KHS had planned construction of new animal shelters to replace aged and inadequate facilities. Discussions to this point have indicated that co-located or shared facilities may yield operational efficiencies, and that coordination of programs will provide enhanced levels of service to the public.

On June 8, 2004, to implement the directives of the MOU, the City Council appropriated funds for \$3.3 million from the 2004-2013 City's Capital Improvement Program (CIP), initiated the project and authorized staff to select a design consultant.

Analysis: In accordance with Administrative Regulation 1.2a, Contracting for Professional Services, Qualifications Based Selection, proposals were mailed to design firms on September 2, 2004 (FP400094). Six firms responded as follows: Gossen Livingston Architecture, Richard B. Kraybill Architect, Jeff Krehbiel Associates, Law/Kingdom, Inc., Schaefer Johnson Cox Frey, and Wilson Darnell Mann.

On October 28, 2004, the Staff Screening and Selection Committee, which was comprised of City and KHS representatives, convened to review the qualifications of the firms that responded to the proposal. The committee selected the firms of Wilson Darnell Mann, Schaefer Johnson Cox Frey and Gossen Livingston to make formal presentations regarding their qualifications and experience.

On November 17, 2004, The Staff Screening and Selection Committee again convened to listen to the formal presentations of the selected firms. The firm of Wilson Darnell Mann

was selected as the consultant for this project based on their previous experience with like projects.

On November 18, 2004, the procedures and documentation for the Request for Proposal (FP400094) were reviewed by the City's Internal Auditor and found to be properly followed.

The Contract for the Programming Phase is a single stipulated lump sum fee (including reimbursable expenses) of eighty four thousand one hundred ten dollars (\$84,110.00).

At the agreement of the City and KHS the Contract with Wilson Darnell Mann was only taken through the Programming Phase. At the end of the Programming Phase, the City and KHS will evaluate the possibility of co-locating or sharing facilities. If there is still interest in co-locating or sharing facilities, the City and KHS will negotiate an Agreement to proceed with final design and construction. If at the end of the Programming Phase the data shows there is no way to co-locate or share in facilities each agency will continue on their own to build separate facilities.

Financial Considerations: The project is authorized in the 2004-2013 Capital Improvement Program (CIP). The CIP includes \$300,000 for design in 2004 and \$3 million for construction in 2005 for a total of \$ 3.3 million. KHS has secured financing for their part through a capital campaign and has matching funds.

Legal Considerations: The Law Department has approved the Contract and Letter of Intent as to form.

Recommendations/Actions: It is recommended that the City Council approve the Contract and Letter of Intent and authorize the necessary signatures.

February 24, 2005

Mr. Devin Hansen, Board President
Kansas Humane Society
4218 Southeast Boulevard
Wichita, Kansas 67210

RE: Letter of Intent
Animal Care Campus Project

Dear Mr. Hansen:

The following letter of intent expresses the current understanding and general plan of the City of
Wichita for the joint Kansas Human Society-City of Wichita Animal Care Campus Project ("Campus").

1. The Campus will be generally located on City property near the southwest corner of the intersection of K96 and Hillside, in Wichita, Kansas, commonly known as 3303 N. Hillside. The exact description and the extent of the available land will be determined after an actual site survey and title search of this and adjacent properties. This general location is depicted in the attached photographic exhibit.

2. The City and the Kansas Humane Society will each make substantial contributions toward the Campus constructed on City land. On this basis the parties will negotiate an equitable agreement for the property access, use, and maintenance after the programmatic decisions of the organizations are incorporated into a site plan and campus design.

3. In order to advance this process, and in accord with the agreement of the staff members of the respective organizations, the City will take initial financial responsibility for the contract with the selected architectural firm, Wilson Darnell, Mann, P.A. This first contract arranges for site engineering, environmental reviews, and site surveys necessary in preliminary site designation, to develop design concepts and to prepare preliminary cost estimates for the project. In order to reflect the Kansas Humane Society's role in design development, the contract for these preliminary services designates the Society as "Owner" (a term-of-art status designation among architects) along with the City of Wichita. The work under this initial contract with Wilson, Darnell, Mann, P.A will allow the parties to complete points 1 and 2 above. It will also allow them to fulfill the terms of the Memorandum of Understanding.

The City looks forward to a creative and fruitful design for this joint project.

Sincerely yours,

Carlos Mayans
Mayor

Attest:

CM/JCH:dat

cc: Kim Janzen
Norman Jakovac
D. Kay Johnson

Karen Sublett, City Clerk

Approved As To Form

Gary Rebenstorf, Director of Law

Enclosures

By my signature below, I represent that, on behalf of the Board of Directors of the Kansas Humane Society, and with its authority and approval, the Kansas Humane Society will proceed in good faith to evaluate the design concepts and preliminary costs estimates, being the deliverables of the initial contract, and determine whether it will proceed with the joint project or not. If the Society chooses to proceed under the Memorandum of Understanding, it will negotiate and pay the equitable financial contribution due from the Society commiserate with the negotiated access, use and duration of use of the property.

Date
Kansas Humane Society

Deven Hansen, Board President

Date

Kim Janzen, Executive Director
Kansas Humane Society

ANIMAL SHELTER FACILITY
CONTRACT FOR DESIGN SERVICES

THIS AGREEMENT, Made and entered into this _____ day of
_____, 2005,

BY AND BETWEEN
KANSAS,

THE CITY OF WICHITA,

A Municipal Corporation and the KANSAS HUMANE SOCIETY, hereinafter referred to
as

"OWNER"

AND

WILSON DARNELL MANN P.A.

hereinafter referred to as

"CONSULTANT"

WHEREAS, The OWNER is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the OWNER desires to have pre-design services as well as to have plans and specifications prepared and to construct the proposed Animal Shelter Facility; and

WHEREAS, CONSULTANT wishes to provide professional services to the OWNER to do such evaluation, planning, preparation of plans and specifications, and related services therefore;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The OWNER employs the CONSULTANT and he agrees to perform all necessary professional services hereinafter set forth in connection with the Animal Shelter Facility including associated structures, and other related on-site improvements for the OWNER, which work is hereinafter collectively known as the PROJECT.

WHEREAS, the OWNER, has determined that this PROJECT shall be constructed on property generally located on or near the current Animal Control Services site at 3303 North Hillside, Wichita, Sedgwick County, Kansas. The proposed project site is more specifically outlined by EXHIBIT "B".

II. BASIC SERVICES:

The CONSULTANT shall render all professional services necessary as set out in EXHIBIT "A", a copy of which is attached hereto and which is incorporated herein by reference.

III. THE CONSULTANT AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES EXHIBIT "A".

B. To attend meetings with the OWNER and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES EXHIBIT "A".

C. To make available during regular office hours, at its Wichita office, all calculations, sketches and drawings such as the OWNER may wish to examine periodically during performance of this Agreement.

D. To indemnify, keep and save harmless, the OWNER, its agents, officials and employees against all suits, claims, and judgments, including attorney fees, that may result from the CONSULTANT, his agents', officers' and employees' negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury of persons or property. The CONSULTANT shall require all Consultants to indemnify, keep and save harmless the OWNER in the same manner as is required of the CONSULTANT in the Agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available at its office at reasonable times during the

Agreement period and for three years from the date of final payment under the Agreement for inspection by the OWNER or his representatives.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the OWNER'S Affirmative Action Program as set forth in Exhibit "D", which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in the SCOPE OF SERVICES, EXHIBIT "A".

H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with EXHIBIT "E" Schedule of Deliverables and Fee Payment; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT for which the CONSULTANT has give the OWNER 15 days written notice.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this Agreement. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from the negligent acts of the CONSULTANT, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation Statutory
Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others

arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the OWNER before the time CONSULTANT starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

K. CONSULTANT further agrees, covenants and represents that all work required by this Agreement shall contain a clause that provides the following:

“Notwithstanding anything to the contrary, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void”

L. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CONSULTANT agrees to advise the OWNER, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The CONSULTANT shall also advise the OWNER of any changes in the person designated Project Manager. Written notification shall be provided to the OWNER for any changes exceeding one week in length of time.

The designated Project Manager WILL coordinate ALL aspects of this PROJECT through the OWNER'S Project Manager. Any requests from any other staff agency that would affect the CONSULTANTS time or expense relative to this PROJECT MUST be approved by the OWNER'S Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the OWNER'S files at no cost to the CONSULTANT. Confidential material so furnished will be kept confidential by the CONSULTANT.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the CONSULTANT, except as specified in EXHIBIT “A”.

C. To pay the CONSULTANT for his services in accordance with the requirements of this Agreement.

D. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The OWNER agrees to advise the

CONSULTANT, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The OWNER shall also advise the CONSULTANT of any changes in the person designated Project Manager. Written notification shall be provided to the CONSULTANT for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT in a timely fashion.

G. To save and hold CONSULTANT harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of OWNER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The OWNER agrees to pay the CONSULTANT for services rendered under this Agreement and as specifically detailed in EXHIBIT "E", a total fee established as follows:

A. Payments to the CONSULTANT for the performance of the basic Architectural and Engineering services required by this Agreement shall be based on the fee sums noted in EXHIBIT "E". The stipulated sum fees shall represent payment for all the CONSULTANT'S payroll costs, expenses, overhead costs, profit, subcontracting fees, and all other costs required in performing the work described herein as the CONSULTANT'S responsibility except for travel and per diem costs for the PEER REVIEW and reproduction/printing costs by the CONSULTANT. Travel cost, per diem costs and reproduction costs will be billed to the OWNER at direct cost without "mark up". The stipulated sum fees shall be pro-rated according to the work effort required under each TASK as designated in EXHIBIT "A". Payments are payable to the CONSULTANT within thirty (30) working days from the date of receipt of invoice.

B. When requested by the OWNER, the CONSULTANT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. CONSULTANT or witness for the OWNER in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this Agreement.
3. Construction staking, material testing, observation and administration related to the PROJECT.
4. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the CONSULTANT will be given written notice by the OWNER, along with a request for an estimate of the increase necessary in the not to exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except on the basis of a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the CONSULTANT for project(s) or portions of the project(s) in the Programming and Schematic Design but the OWNER elects to cancel the project(s) or portions thereof at any time during these phases, the CONSULTANT shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completion, as outlined in Paragraph F below.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The CONSULTANT agrees to complete all Planning Phases of this PROJECT as follows:

A. The CONSULTANT agrees to complete the phases of this PROJECT within the period of time as stipulated in EXHIBIT "E" starting from the date of approval of the Contract, pending availability of OWNER and staff. The OWNER and the CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

B. The OWNER agrees to cooperate with the CONSULTANT in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the OWNER agrees to furnish promptly to the CONSULTANT, upon written request, any approvals and instructions required to be given by the OWNER to the CONSULTANT under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the OWNER officially in written form has authorized an increase in funds established for the construction estimates of cost, the CONSULTANT agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the OWNER to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the OWNER, whether or not said plans and specifications have theretofore been approved by the OWNER; PROVIDED, that if said plans and specifications have been approved by the OWNER, should the OWNER desire any material changes in the type of construction or other changes not necessary to be

made for the purpose of bringing the cost of the PROJECT within the estimate, the OWNER shall pay the CONSULTANT the cost of making such revisions.

In addition, if additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the OWNER along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

VIII. OWNERSHIP OF DOCUMENTS:

The CONSULTANT shall, at completion of the work defined in the Exhibit A scope of work, and at other times upon the reasonable request of the CITY OF WICHITA, provide the CITY OF WICHITA with a set of reproducible prints, which have been annotated to reflect notes, made on blueprints in the field by Contractor and furnished to CONSULTANT by the Contractor. Additionally, the CONSULTANT will provide the CITY OF WICHITA with AUTOCAD disks of the drawing files based on the OWNER'S waiver of liability for the information contained on the files. In addition, the CONSULTANT shall provide a copy of such other reports, estimates, data, specifications and design documents related to the PROJECT.

IX. TERMINATION OF AGREEMENT:

A. The OWNER may terminate this Agreement at anytime for any reason, or for mere convenience, by a notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

B. If the Agreement is terminated due to the fault or request of CONSULTANT, no further payments on account of the fee will be thereafter made, except for services previously performed under this Agreement, which are of value to the OWNER. If the Agreement is terminated due to no fault of the CONSULTANT, the CONSULTANT will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the OWNER by reason either of any prior default of the CONSULTANT, or otherwise.

C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, design, reproducibles, plans, prints, AUTOCAD disks, specifications, estimates and all other design documents related to the PROJECT prepared under this

Agreement shall become the property of the OWNER when and if the Agreement is terminated.

D. Dissolution of the architectural firm of WILSON DARNELL MANN DESIGN GROUP, P.A. for any reason whatsoever, shall give the OWNER the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by OWNER, and such termination shall be deemed to be due to the fault of the CONSULTANT.

X THE PARTIES HERETO MUTUALLY AGREE:

A. That the field notes, other pertinent drawings and all design documents pertaining to the PROJECT shall become the property of the City of WICHITA upon completion or termination of the CONSULTANT'S services and payment in full of monies due the CONSULTANT, in accordance with this Agreement. The OWNER shall not re-use or make any modification of the plans and specifications without the prior written authorization of the CONSULTANT. The OWNER agrees to hold the CONSULTANT harmless from all third party claims, which may arise out of such further use without the participation of the CONSULTANT.

B. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER. The OWNER shall not assign or transfer rights or interest in this Agreement without specific consent of the CONSULTANT.

C. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER; provided, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

D. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

E. Neither the OWNER'S review, approval or acceptance of, nor payment for any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the OWNER for all costs of any kind which are incurred by the OWNER as a result of the CONSULTANT'S breach of any condition or warranty contained in the Agreement.

F. The rights and remedies of the OWNER provided for under this Agreement are in addition to any other rights and remedies provided by law and the OWNER may assert its right of recovery by any appropriate means, including, but not limited to, set-offs; suit;

withholding; recoupment; or counterclaim, either during or after performance of this Agreement.

G. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages, pursuant to the terms or provisions of this Agreement.

H. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist CONSULTANT in performing his duties will be paid by the CONSULTANT.

I. The CONSULTANT agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the CONSULTANT and OWNER jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

J. Special Consultants or Subcontractors are those who provide services other than those provided by the CONSULTANT. If it is requested that any Special Consultants or Subcontractors be retained on the OWNER'S behalf, their charges will be paid separately and directly by the OWNER. Invoicing and payment shall be arranged separately between the OWNER and the Special Consultants or Subcontractors.

K. If a firm or firms are separately engaged by the OWNER to work under the general direction of the CONSULTANT, the CONSULTANT shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

L. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

M. Unless otherwise provided in this Agreement, the CONSULTANT and employees or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

N. The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, the designation of the Kansas Humane Society as one of the constituent entities denominated as OWNER in this Agreement is not indicative of any obligation of KHS to pay any financial obligation described herein. Similarly, this designation neither conveys nor indicates any actual ownership interest in the PROJECT or the property upon which it will be constructed. The parties anticipate such an interest may be created in the future, upon the payment of valuable consideration to be agreed upon at a later date, and the CITY OF WICHITA, in anticipation of that development, desires that the concerns of KHS be included in the design activities covered in the Exhibit "A" Scope of Work.

XI. DELAYED BIDDING:

If bids are not taken within four months after the date of approval of final drawings and specifications, then the following conditions shall apply.

If bids are requested and received after the four months following approval of final working drawings and specifications; and the lowest acceptable bid(s) is over the approved estimated cost of construction, The OWNER shall pay the CONSULTANT for making the revisions to the drawings and specifications that are necessary to reduce the cost to an amount lesser than the approved estimated cost.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS KANSAS HUMANE SOCIETY

Carlos Mayans, Mayor

Directors

Devin Hensen, President
Kansas Humane Society Board of

ATTEST:

WILSON DARNELL MANN P.A.

Karen Sublett
City Clerk

Craig A. Rhodes, Principal

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Kim Janzen
Executive Director of Kansas Humane Society

EXHIBIT "B"

PROPOSED PROJECT AREA

Exhibit D

REVISED NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following
Non Discrimination Equal Employment Opportunity/Affirmative Action Program
Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission"

which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PUBLIC WORKS DEPARTMENT POLICY

POLICY RE: STORM WATER POLLUTION PREVENTION PROGRAM FOR CITY CONSTRUCTION PROJECTS

DATE: November 4, 2004

SUPERCEDES: NEW

The City of Wichita operates under the terms and conditions of an NPDES permit from KDHE and EPA for discharges from our storm water drainage system. As a condition of that permit, the City is required to implement a program to reduce pollutant levels in storm water runoff from construction sites. Pollutants of concern include, but are not limited to, sediment, fuels, oil, grease, antifreeze, concrete washout, paint, trash, and similar construction-related materials.

The City has a local ordinance that requires owners and contractors working on any construction site to use best management practices (BMPs) to minimize storm water pollution. In addition, KDHE and EPA have regulations that require owners and/or contractors to obtain Federal/State storm water discharge permits when undertaking any project that will disturb one acre or more of land, unless a small construction site rainfall erosivity waiver is granted. To obtain and operate under such a Federal/State permit, if required, the owner and/or contractor is required to prepare a Notice of Intent and a

Storm Water Pollution Prevention Plan (SWP3), a portion of which is an Erosion and Sediment Control Plan (ESCP) for the project.

The City of Wichita has developed these guidelines in an effort to define what needs to be done on city construction projects to comply with our local ordinance and State/Federal regulations. All parties involved with the design and construction of City projects will follow these guidelines.

I. Project Design: The following shall be included in the design of each project:

A. A general site plan of the project and the surrounding properties specifically showing the direction of drainage on each parcel.

B. The footprint of the land area to be disturbed by construction will be drawn on the site plan or other plan sheets accurately enough to calculate the number of acres to be disturbed. This area, once calculated, shall be called out on the plans.

C. An erosion and sediment control plan shall be completed, and shall become a part of the project plans. The plan can be on its own separate sheets, or combined with other site plan or plan and profile sheets. The plan will clearly show the proposed location of all erosion and sediment control devices and the timing of their installation. Designs shall include sufficient devices to reduce soil erosion to the greatest extent possible and, where erosion does occur, keep the sediment on site and prevent it from flowing onto adjacent land or being deposited on streets, channels, lakes and underground drainage systems. The plan will include both temporary control measures (such as silt fencing, hay bales, tube barriers, inlet protection, etc.) and final stabilization measures (seeding with erosion mats, sod, etc.) to be employed on the project.

D. All plans will include the applicable City standard plan sheets for soil erosion BMPs as follows:

Soil Erosion BMPs – Subdivision Development Process: Use for all subdivision projects

Soil Erosion BMPs – Street Improvement Projects: Use for all street projects

Soil Erosion BMPs – 3 Sheets: Use for all projects

E. Project plans and specifications shall include detailed instructions showing how each erosion and sediment control device is to be installed.

F. The project specifications will require that erosion and sediment control devices be maintained by the contractor until final stabilization of the disturbed area has occurred or, in the case of subdivision projects, the maintenance of the devices has been turned over to the developer. Maintenance shall, at a minimum, include the removal of accumulated sediment before fifty percent (50%) of the device's capacity is reached and the replacement of the device as needed to retain its effectiveness. The specification shall indicate that failure to properly maintain the devices will subject the contractor to penalties as specified in the contract documents and/or Chapter 16.32 of the City Code.

G. Generally, the project specifications will require that the erosion and sediment control devices remain in place until final stabilization has occurred, at which time they can be removed. The contractor will remove the devices unless they are located in a new subdivision where they are to remain in place and be maintained by the developer.

H. For projects that will disturb one acre of ground or more, in addition to the erosion and sediment control plan required above, the design requirements shall include the preparation of the Notice of Intent and a Storm Water Pollution Prevention Plan. Said documents shall be prepared by the consultant and submitted by the consultant to KDHE for approval at least sixty (60) days prior to the anticipated start date of construction. Should the City and consultant feel that a storm water discharge permit waiver might be approved for the project based on the Rainfall Erosivity Factor, the appropriate waiver application will be prepared in accordance with EPA and KDHE guidelines as discussed in their Construction General Permits. The City Engineer shall sign the Notices of Intent for construction of projects on city right-of-way, but in new subdivisions the developer must sign on all projects including those on City right-of-way.

I. All plans and specifications prepared as required herein will be submitted for review and approval to the City's Storm Water Management Office, along with the City Engineer's Office, prior to completing the project design.

II. Bid Items: The bid items for the project will include erosion and sediment control devices with the anticipated quantity listed for each. These items shall be bid as lump sum items. An anticipated quantity shall be shown for each device and the bidders shall provide unit prices for each bid item so that the unit bid price times the estimated quantity shall become lump sum total price for each item. Items constructed as per plan will not be measured for payment. Should the engineer change the plan, the changed items will be measured for payment at the unit bid price.

III. Construction Inspection: Construction projects are inspected by in-house City inspectors, or by either architects or engineers through professional services agreements. The following shall apply to each:

A. Professional Services Agreements: These agreements will include a provision requiring that the consultant inspect all erosion and sediment control devices at least monthly and after every rain of one half inch or more. During times of increased construction activities, the minimum inspection frequency shall be weekly. The purpose of the inspections will be to determine if the devices are properly installed, are effective, and are being properly maintained. A written report of the findings will be prepared within two (2) days following each inspection, each report being prepared under the supervision of a registered professional engineer or architect. Any deficiencies must be noted along with the corrective actions required. Contractors will correct any deficiencies within the time period specified by the project engineer. Failure to do so will result in enforcement actions against the contractor as may be allowed by the contract documents or Chapter 16.32 of the City Code. Copies of inspection reports must be

maintained with the Storm Water Pollution Prevention Plan for the site, if such a plan has been prepared for the site.

B. In-House Inspections: For projects inspected by City inspectors, the inspections required in Section III.A above shall apply, but shall be performed by City personnel. The resulting reports must be prepared under the supervision of a registered professional engineer or architect working for the City.

C. Copies of all inspection reports will be filed with the City Office of Storm Water Management within three (3) days of each inspection.

D. The inspections required above will commence at the beginning of construction and will continue until final stabilization of the disturbed areas has been completed. For projects in new subdivisions, the inspections may terminate when construction is substantially complete and the project engineer has provided written notice to the developer that the maintenance of the erosion and sediment control devices are now his/her responsibility. (See attached notification letter.)

This policy will apply to projects that are less than 50 percent designed as of November 4, 2004, and to all project design initiated after that date.

SIGNED: _____
Chris Carrier, Interim Public Works Director

(Date)

(Developer/Owner)
(Address)
Wichita, KS (Zip)

RE: Inspection and Maintenance of Erosion/Sediment Control Devices
(Project Name/Project Number)

Dear ():

This is to inform you that our firm has inspected the work performed by (Contractor) for the construction of (Project Name) in (Subdivision Name), which included the installation of certain erosion and sediment control devices as required by the contract documents. We have concluded that this construction is substantially complete and that the erosion and sediment control devices are in an acceptable condition. We are enclosing, for your information, a copy of the Storm Water Pollution Prevention Plan for this project along with our final inspection report indicating the condition of the erosion and sediment control devices.

Accordingly, effective (Date), we are transferring to you the responsibility for inspecting and maintaining the erosion and sediment control devices as required by state law and city code. All future inspections and maintenance activities must be documented by you in writing to comply with regulatory standards.

Please contact us if you have any questions.

Sincerely,

PROJECT ENGINEER

Cc: Contractor
Storm Water Management Office
City Engineer

END EXHIBIT "C" TOTAL PAGES 4

Agenda Item No. 48

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0316

TO: Mayor and City Council

SUBJECT: Reformation of the Snap-It Program

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the revised ordinances.

Background: The City of Wichita has used a volunteer force for over a decade to gather information and photographs used to prepare for prosecution cases of accessible parking stall violations throughout the City. Wichita's accessible parking ordinance mirrors state law. When originally established, the program was supervised by the Director of Human Services. The current ordinance still reflects that organizational structure, although the Department of Human Services was abolished over three years ago

Analysis: The recently executed settlement agreement of the lawsuit relating to ADA compliance in City facilities and programs obligates the City to abolish the current Snap-It Program, and institute a new program for the same purpose that is under the supervision of the Chief of Police or his designee. Volunteers in the new program will receive appropriate training and adhere to the regulations established by the Wichita Police Department. Those regulations will conform to the detailed requirements set out in the settlement agreement. The result should be a more effective enforcement of the parking accessibility ordinances.

Financial Considerations: None, as this program will be staffed by volunteers, and transfer of \$1.00 of each fine collected will be used to defray program expenses. The volunteers will be trained and supervised by existing staff.

Legal Considerations: The Department of Law has proposed the requested changes in the City Code, and drafted the ordinance amendments. The steps outlined above comply with the requirements of the settlement agreement approved by the City Council.

Recommendations/Actions: Approve the ordinance revising the provisions of 11.52.025 of the City Code.

Agenda Item No. 49

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0317

TO: Mayor and City Council Members

SUBJECT: DED 2005-03 -- Dedication of Access Control for Property
Located West of Oliver and on the North Side of Central Avenue.
(District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (11-0)

Background: This dedication is associated with a zoning case (ZON 2004-60) and is being dedicated for complete access control along Central Avenue.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 50

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0318

TO: Mayor and City Council

SUBJECT: ZON2005-00001 – Zone change from “TF-3” Two-family Residential to “LC” Limited Commercial. Generally located north of 13th Street and East of Grove. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations, (11-0).

MAPD Staff Recommendations: Approve, subject to replatting site.

DAB Recommendations: DAB I, approve, subject to staff recommendations, (10-0)

Background: The applicant requests LC Limited Commercial zoning on a .62-acre site, currently zoned TF-3 Two-family. The proposed use is a grocery store on a redeveloped corner site, north of 13th Street, between Grove and Poplar. The southern 16 feet of the application area is already zoned LC; the proposed grocery store site would include the existing LC and GC zoned lots south of the application area, giving the site access to 13th Street. North of the application area are TF-3 zoned single-family residences and vacant lots. South of the application area, across the alley, are LC and GC vacant commercial properties. East and west of the application area are TF-3 zoned single-family residences, vacant lots and a church parking lot.

Analysis: At its regular meeting on February 24, 2005, the Wichita-Sedgwick County Metropolitan Area Planning Commission considered and approved this request. One residential neighbor spoke at that hearing with concerns regarding building setbacks, dumpster locations and loading dock locations. DAB 1 heard and approved this request on March 7, 2005. Neighbors spoke at this public hearing, again with concerns regarding building setbacks, dumpster locations and loading dock locations. Six protest petitions

have been filed against this request, three of which are at least partially within the legal protest area, resulting in a 10.29% legal protest of the application.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council

1. Adopt the findings of the MAPC and approve the zone change subject to the condition of platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

Agenda Item No. 51

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0319

TO: Mayor and City Council

SUBJECT: VAC2003-00037 Request to vacate a platted drainage easement, generally located northeast of the Webb Road – 13th Street North intersection.
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve. (Unanimously)

Background: The applicant is requesting that a 20-foot wide platted drainage easement be vacated, to allow development on the site. There is a sewer line and an easement that intersects the drainage easement. The platted easement is recorded on Lot 8, Block 1, the Waterfront Addition. The Waterfront Addition was recorded with the Register of Deeds January 24, 2003.

Analysis: The MAPC voted to approve (11-0) this vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order, a dedication of a drainage and utility easement by separate instrument and a dedication of a utility easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 52

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0320

TO: Mayor and City Council

SUBJECT: VAC2004-00013 Request to vacate a platted utility easement, generally located midway between 13th Street North and 21st Street North, east of Webb Road, at the Webb Road and Waterfront Parkway intersection.
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve. (Unanimously)

Background: The applicant proposes vacation of the platted 20-foot utility easement located on the east side of a portion Lot 2, Block 2, The Waterfront Addition. A lot split, approved January 21, 2004, divided Lot 2 into Tracts A & B. The platted easement is located on the east side of Tract B. There are no water or sewer lines in the easement. The applicant has submitted sewer plans for review, and they have been approved. The Waterfront Addition was recorded with the Register of Deeds on January 24, 2003.

Analysis: The MAPC voted to approve (10-0) this vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and a dedication by separate instrument of a utility easement will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 53

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0321

TO: Mayor and City Council

SUBJECT: VAC2004-00044 Request to vacate a platted setback, generally located midway between Harry Street and Pawnee Boulevard on the east side of Hoover Road.
(District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve. (Unanimously)

Background: The applicant is requesting vacation of the platted 35-foot setback on Lot 1, the Snodgrass Addition. The setback runs parallel to the Hoover Street right-of-way. The Unified Zoning Code's standard for a front yard setback in the "LI" Limited Industrial zoning district is 20-feet. The applicant is proposing to replace the platted 35-foot setback with a 20-foot setback. The applicant proposes expansion of the existing building. The Snodgrass Addition was recorded with the Register of Deeds September 11, 1973.

Analysis: The MAPC voted to approve (11-0) this vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order and a contingent dedication of street right-of-way by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 54

City of Wichita
City Council Meeting
April 5, 2005

Agenda Report No. 05-0322

TO: Wichita Airport Authority

SUBJECT: Airfield Pavement
Taxiway "N" Construction
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On June 3, 2003 Ritchie Paving, Inc. was awarded the contract for the Taxiway "N" project in the amount of \$7,016,064.70.

Analysis: Change Order No. 2 has been prepared to address items incurred during construction.

Financial Considerations: The change order of \$15,365.12 is within the approved budget and will be paid for with and FAA grant, and Passenger Facility Charges. Total changes are within one and a half percent of the original contract amount.

Legal Considerations: The change order has been approved by the Law Department and the FAA.

Recommendations/Actions: It is recommended that the Wichita Airport Authority Approve the change order and authorize the necessary signatures.